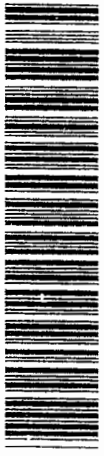
DE-AC05-94

U.S. WEST COMMUNICATIONS, INC.
DE-AC05-940R21965
WARD DOCUMENT M060 -

OR21965B.1003



OR.OR
2 2
1 1
9 9
6 6
5 5
B.1 B.1
#003 #003

AMENDMENT OF SOLICITATIC	MODIFICATION OF CONTRACT	CONTRACT ID CODE	PAGE OF PAGES
			1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A001	See Block 16c	05-940R21965.001	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(W) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC05-940R21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 001 ORU0 820201 0R4491 $1,000,000

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide funding for line item 001 in the amount of $1,000,000. The accounting and appropriation data is provided in block 12 above. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	9/1/94

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....
Net increase $.....

(2) Accounting classification .....
Net decrease $.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by $ .....

(ii) Total contract price decreased by $ .....

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

*U.S. Government Printing Office: 1993 — 342-199/60071

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A002	See Block 16C	05-94OR21965.002	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 007 X050 39AF99 PRN94E201000900 $2,014,237 Item 005 AH89 35WA9000 $75,000

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

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

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

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

The purpose of this modification is to provide funding for item 007 in the amount of $2,014,237 and item 005 in the amount of $75,000. This brings the total obligations to date to $6,965,000 which is allocated as follows:
Item 001 – $1,000,000; Item 005 – $75,000; Item – $5,890,000
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/30/94

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
AC03	See Block 16C	05-95OR21965.001	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001 ORUO 820201 $2,671,650 Item 001C AH39 WM6006120 $43,240

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

The purpose of this modification is to provide funding for item 001 in the amount of $2,671,650 and item 001C in the amount of $43,240. This brings the total obligations to date to $9,679,890 which is allocated as follows:
Item 001 – $3,671,650; Item 001C – $43,240; Item 005 – $75,000; Item 007 – $5,890,000
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED DEC 07 1994

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A004	See Block 16C	05-95OR21965.002	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 001C AH39 WM6006120 OR4491 $21,620

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

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

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

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

The purpose of this modification is to provide funding for item 001C in the amount of $21,620
This brings the total obligations to date to $9,701,510 which is allocated as follows:
Item 001 – $3,671,650; Item 001C – $64,860; Item 005 – $75,000; Item 007 – $5,890,000
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED JAN 01 1995

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M005	See Block 16C		

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

(X) 10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

X Mutual Agreement of the Parties and P.L. 95-91

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

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JERRY W. CAMPBELL		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 01/24/95	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED JAN 24 1995

The purpose of this modification is to 1) revise the TMS acceptance testing language, 2) revise the key personnel, and 3) revise the payment language. Accordingly, the contract is modified as follows:

1. Clause E.6 ACCEPTANCE OF EQUIPMENT PERFORMANCE (JULY 1991) is modified as follows:

   The period of successful operational performance for the TMS is changed from sixty (60) days to thirty (30) days to coincide with the rest of the system. As a result, the first sentence of paragraph (b) is deleted in its entirety and replaced with the following:

   "Acceptance Testing: Acceptance shall be deemed to have occurred only after an item of equipment and/or system(s) has fully met the Government approved standards of operational performance (see paragraph (a) above) for a period of thirty (30) consecutive calendar days beginning the day after cutover."

A replacement page 45 with this change is attached.

2. Clause H.4 LOCAL 999.H07 KEY PERSONNEL (ALTERNATE 1) (APR 1984) is modified as follows:

   Delete Outside Plant Manager and replace with Aker.

   Delete as TMS Manager and replace with

   Add as the K-25 Site Manager.

   Add as the Townsite Site Manager.

A replacement page 67 with these changes is attached.

3. Clause G.5 INVOICE/PAYMENT REQUIREMENTS (JULY 1991) is modified as follows:

   On page 61, the first paragraph which begins with "For item 007," is deleted in its entirety and replaced with the following:

   For item 007, the Contractor may invoice separately for each building and/or renovation after acceptance.

A replacement page 61 with this change is attached.

E.5 STANDARDS AND GUIDELINES (JULY 1991)

The Contractor shall inspect all services, supplies, and equipment, as well as test all equipment to assure that all the requirements, standards, and regulations addressed in Specifications Y/EN-2351, K/CSD/INF-8822, and SW-TNS-001 are met.

E.6 ACCEPTANCE OF EQUIPMENT PERFORMANCE (JULY 1991)

(a) General: All items of equipment provided shall be subject to acceptance in conformity with the standards of performance contained in the Contractor's performance and functional test plans, as approved by the Government and in conformity with the requirements of Specifications Y/EN-2351, K/CSD/INF-8822, and SW-TNS-001. The provisions of this clause apply also to all replacement, substitute equipment, and equipment added and/or modified during the contract period.

(b) Acceptance Testing: Acceptance shall be deemed to have occurred only after an item of equipment and/or system(s) has fully met the Government approved standards of operational performance (see paragraph (a) above) for a period of thirty (30) consecutive calendar days beginning the day after cutover. If the equipment and/or system(s) does not meet the standard of performance during the initial 30 consecutive day period, the acceptance testing period shall continue on a day-by-day basis until the standard of performance is met for a total of (thirty) 30 consecutive days. If the equipment and/or system(s) fails to meet the standards of performance after (ninety) 90 calendar days have elapsed from cutover, the Government may, at its option, request a replacement or terminate the contract and request the immediate removal of the equipment and/or system(s) from Government-owned or leased premises.

(c) Date of Acceptance: Lease and LWOP charges shall apply beginning on the first day of the successful performance period.

(d) Delay of 30-Day Performance Test Period: The Government may delay the start of the performance period for a maximum period of (thirty) 30 consecutive days at no additional cost to the Government.

(e) Definition of Acceptance: The term "acceptance" in the "Responsibility for Supplies" clause of Section I and the term "accepted" in the Section I "Payments" clause are deemed to mean the same as the term "acceptance" as used in the preceding paragraph (b).

the total amount shall be added to the price of item 007. After cutover, the Contractor shall submit monthly invoices for any work performed under item 006.

For item 007, the Contractor may invoice separately for each building and/or renovation after acceptance.

For items 002 and 003, the Government shall notify the Contractor, in writing, immediately upon acceptance, at which time the Contractor shall invoice the Government. No invoices for item 004 shall be submitted until after the Government has notified the Contractor of acceptance of items 002 and 003.

For Options I, II, III, IV, and VI, the Contractor shall submit an invoice at the time the Government exercises the option, except that Option I will be invoiced as a part of item 003 if Option I is exercised at least 4 months before acceptance of item 003.

For Option V, the Government shall notify the Contractor, in writing, immediately upon acceptance, at which time the Contractor shall invoice the Government.

For Option VII, the Government shall notify the Contractor, in writing, immediately upon acceptance and after 30 days, the Contractor shall begin the invoicing monthly for Option VII for the prior month's lease.

The office designated to receive the invoices will be designated by separate letter.

G.6 LOCAL 999.G09 TECHNICAL MONITOR (MAY 1992) (DEVIATION)

Work under this contract will be in support of Martin Marietta Energy Systems, Inc. (MMES), and will be performed pursuant to the Specifications and the Statement of Work. The performance of all work will be monitored by MMES employees throughout the term of the contract.

The Technical Monitor(s) will be designated by separate letter by the COR, with notification to the Contractor, and will represent MMES and the COR as the work progresses. The Technical Monitor(s) are not authorized to change any of the terms and conditions of the contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract.

H.3 LOCAL 999.H02 MODIFICATION AUTHORITY (APR 1984)

Notwithstanding any of the other clauses 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.4 LOCAL 999.H07 KEY PERSONNEL (ALTERNATE 1) (APR 1984)

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.* No diversion shall be made by the Contractor without the written consent of the Contracting Officer. Provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME	TITLE

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 5

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M006	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

X Mutual Agreement of the Parties and P.L. 95-91

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
William R. Cobb President and General Manager	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 3/10/95
16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/15/95

The purpose of this modification is to 1) make administrative changes in the contract language, and 2) definitize the letter contract. Accordingly, the contract is modified as follows:

1. Add Clause H.49 LEASE TERMINATION COSTS (FEB 1995) as shown below:

H.49 LEASE TERMINATION COSTS (FEB 1995)

If, at any time after contract award, the government elects to terminate the one hundred and twenty (120) month lease for items 002 and/or 003, the government agrees to pay the contractor all lease termination costs in accordance with the provisions of this clause.

a. Lease Termination Costs Prior to System Acceptance:

Prior to the date of system acceptance, if the government decides to terminate the lease prior to its inception, the lease termination costs shall be equal to the difference of (i) the net present value of the sum of the monthly lease payments, and (ii) $75,000,000. The net present value shall be calculated at an interest rate equal to the interest rate per annum equal to the yield-to-maturity of a United States Treasury obligation, as obtained within the Federal Statistical Release H.15 published by the Federal Reserve Board or if this publication ceases to exist, another such publication which may be agreed to by the parties. The treasury rate shall be determined as of the effective date of the termination based upon the five year treasury rate as published in Statistical Release H.15.

b. Lease Termination Costs After System Acceptance:

After the date of system acceptance, the lease termination costs shall be equal to the net present value of the sum of the remaining monthly lease payments. The sum of the remaining monthly lease payments shall be discounted to the date thirty-five (35) days after the date of the termination of the lease at an interest rate equal to the interest rate per annum equal to the yield-to-maturity of a United States Treasury obligation, as obtained within the Federal Statistical Release H.15 published by the Federal Reserve Board or if this publication ceases to exist, another such publication which may be agreed to by the parties. The interest rate chosen shall be the rate effective the date of the lease termination for the period which most closely approximating one-half the remaining term of the lease. In accordance with the Prompt Payment Act, payment of the lease termination costs will be due thirty (30) days after receipt by the government of a proper invoice therefor.

2. Add Clause H.50 LEASE PAYMENT LIABILITY (FEB 1995) as shown below:

H.50 LEASE PAYMENT LIABILITY (FEB 1995)

It is recognized that the Government has elected to lease items 002 and 003 for a period of one hundred and twenty (120) months. In so doing, the Government is legally committed to make the monthly lease payments until the period of the lease expires. However, in accordance with provisions set forth elsewhere in the contract, the Government may elect to terminate the lease by either terminating the contract or purchasing the system. Notwithstanding the fact that appropriated funds from which payment for lease payments for items 002 and 003 are not made available to the Contracting Officer, the Government is contractually obligated to the contractor for the amount of either (i) the lease termination costs calculated pursuant to clause H.49, or (ii) the monthly lease payments until the period of the lease expires. However, no payments may be made by the Contracting Officer until funds are appropriated and made available to the Contracting Officer.

3. Add clause H.51 EARLY PURCHASE OF ITEMS 002 AND 003 (FEB 1995) as shown below:

H.51 EARLY PURCHASE OF ITEMS 002 AND 003 (FEB 1995)

The government shall have the right to purchase items 002, and/or 003, at any time during the lease, provided that the government gives the contractor at least thirty (30) days written notice. The purchase price shall be equal to the net present value of the sum of the remaining monthly lease payments. The sum of the remaining monthly lease payments shall be discounted to the date thirty-five (35) days after the effective date of the purchase at an interest rate equal to the interest rate per annum equal to the yield-to-maturity of a United States Treasury obligation, as obtained within the Federal Statistical Release H.15 published by the Federal Reserve Board or if this publication ceases to exist, another such publication which may be agreed to by the parties. The interest rate chosen shall be the rate effective the date of the purchase for the period which most closely approximating one-half the remaining term of the lease.

4. Add clause H.52 PROPOSAL INCORPORATION (FEB 1995) as shown below:

H.52 PROPOSAL INCORPORATION (FEB 1995)

The contractor's technical proposal dated December 1, 1994 and cost proposal dated January 31, 1995 are incorporated by reference herein.

Replacement pages 94a and 94b with the above changes are attached.

5. Clause G.5 INVOICE/PAYMENT REQUIREMENTS (JULY 1991) is modified as follows:

On page 60, the third paragraph which begins with "For item 002," is deleted in its entirety and replaced with the following:

For item 002, the Contractor's first monthly invoice shall not be submitted until the TMS, including all required data is supplied and the continuous 30 day acceptance period has been successfully completed. Successful completion of the continuous 30 day acceptance period shall constitute the first month's service for which the Contractor may invoice; thereafter the Contractor shall invoice monthly for item 002 for the prior months lease. The computation of the lease amount should be based on the period from acceptance of the TMS to the end of the contract.

A replacement page 60 with this change is attached.

6. In specification Y/EN-2351, add section 4.5.2.1 PRELIMINARY TEST AND ACCEPTANCE CRITERIA FOR THE VDTS SWITCH PENDING COMPLETION OF THE INTEGRATED SYSTEM TEST AND THE SYSTEM ACCEPTANCE which reads as follows:

4.5.2.1 PRELIMINARY TEST AND ACCEPTANCE CRITERIA FOR THE VDTS SWITCH PENDING COMPLETION OF THE INTEGRATED SYSTEM TEST AND THE SYSTEM ACCEPTANCE

System Description: The VDTS switch portion of the ORF-ICN which shall be tested prior to performing the integrated system test and the system acceptance test is comprised of the following systems, sub-systems and component level equipment. These items of equipment shall be installed, working, and service-ready up to the level of functions that each of the components provides.

o All Switching Equipment Cabinets and Hardware including, but not limited to, Central Processors, Administrative Modules, Communications Module, Host Switch Modules, Local and Remote Switch Modules, Cable Rack equipment, inter-connecting cabling, and related cabling, and related terminals and printers in accordance with the AT&T 5ESS Specification 235-100-125. In addition, applicable documentation consisting of AT&T Switch Engineering Procedures (SEP), other AT&T 235 Series support documents, and AT&T equipment drawings and documentation on tested components will be provided prior to any tests.

o SONET Fiber Optic Transport systems supporting umbilical connection between the Host Switch at Y-12 and each of the Remote Switching Modules. All Switching Module interactions and operations with Host Switch are operational. The Self Healing portion of the FOTS and

o Main Distribution Frames wired and equipped for test lines. From lines connected to the frame, testing of features and functions are performed. Connections to Outside Plant facilities will not be necessary to demonstrate a readiness test.

o Local Test Trunks are installed.

o All Generic software loading, including backup tapes. Numbering Plan, routing tables, and feature code assignments associated with the Office Data Assignments (ODA) Software are loaded and operational. Actual Site User line translations are not part of the ODA software, but are contained in the FLL's software to be loaded prior to cutover.

o Test announcements and tone alerts are loaded and tested.

o Batteries, Power Inverters, Automatic Switch Protection, and related connections to the switching equipment, transmission equipment and permanently connected test equipment. This includes testing and demonstration of Building Ground Planes and actual electrical equipment grounding.

The Contractor shall use a verification matrix approach similar to a full test and acceptance in order to demonstrate performance to the government.

The Contractor shall use Standardized Testing as described in AT&T's 5ESS SDS. The contractor shall notify the company at least sixty (60) days prior to the commencement of test procedures and documentation for the 5ESS tests shall be provided to the Company ten (10) days prior to the start of test procedures. The Contractor shall demonstrate, via the 300 thru 600 Series Tests, that the 5ESS meets the minimum performance specifications, thereby providing acceptable levels of service. After doing so, the Contractor may submit a certificate of acceptance for execution by DOE and/or the Company.

7. The letter contract dated May 2, 1994 is definitized as set forth on the attached pages (6-24). Items 004E - 004L, 005 and 006A - 006P will be definitized at a later date. As a result of the definitization, other changes are as follows:

   A. Pages 25 - 31 are intentionally left blank.

   B. Clauses H32, H41, H42, H43, and H44 are deleted in their entirety. As a result, pages 87 and 88 are intentionally left blank.

H.49 LEASE TERMINATION COSTS (FEB 1995)

If, at any time after contract award, the government elects to terminate the one hundred and twenty (120) month lease for items 002 and/or 003, the government agrees to pay the contractor all lease termination costs in accordance with the provisions of this clause.

a. Lease Termination Costs Prior to System Acceptance:

Prior to the date of system acceptance, if the government decides to terminate the lease prior to its inception, the lease termination costs shall be equal to the difference of (i) the net present value of the sum of the monthly lease payments, and (ii) $75,000,000. The net present value shall be calculated at an interest rate equal to the interest rate per annum equal to the yield-to-maturity of a United States Treasury obligation, as obtained within the Federal Statistical Release H.15 published by the Federal Reserve Board or if this publication ceases to exist, another such publication which may be agreed to by the parties. The treasury rate shall be determined as of the effective date of the termination based upon the five year treasury rate as published in Statistical Release H.15.

b. Lease Termination Costs After System Acceptance:

After the date of system acceptance, the lease termination costs shall be equal to the net present value of the sum of the remaining monthly lease payments. The sum of the remaining monthly lease payments shall be discounted to the date thirty-five (35) days after the date of the termination of the lease at an interest rate equal to the interest rate per annum equal to the yield-to-maturity of a United States Treasury obligation, as obtained within the Federal Statistical Release H.15 published by the Federal Reserve Board or if this publication ceases to exist, another such publication which may be agreed to by the parties. The interest rate chosen shall be the rate effective the date of the lease termination for the period which most closely approximating one-half the remaining term of the lease. In accordance with the Prompt Payment Act, payment of the lease termination costs will be due thirty (30) days after receipt by the government of a proper invoice therefor.

H.50 LEASE PAYMENT LIABILITY (FEB 1995)

It is recognized that the Government has elected to lease items 002 and 003 for a period of one hundred and twenty (120) months. In so doing, the Government is legally committed to make the monthly lease payments until the period of the lease expires. However, in accordance with provisions set forth elsewhere in the contract, the Government may elect to terminate the lease by either terminating the contract or purchasing the system. Notwithstanding the fact that appropriated funds from which payment for lease payments for items 002 and 003 are not made available to the Contracting Officer, the Government is contractually obligated to the contractor for either (i) the lease termination costs calculated pursuant to clause H.49, or (ii) the monthly lease payments until the period of the lease expires. However, no payments may be made by the Contracting Officer until funds are appropriated and made available to the Contracting Officer.

H.51 EARLY PURCHASE OF ITEMS 002 AND 003 (FEB 1995)

The government shall have the right to purchase items 002, and/or 003, at any time during the lease, provided that the government gives the contractor at least thirty (30) days written notice. The purchase price shall be equal to the net present value of the sum of the remaining monthly lease payments. The sum of the remaining monthly lease payments shall be discounted to the date thirty-five (35) days after the effective date of the purchase at an interest rate equal to the interest rate per annum equal to the yield-to-maturity of a United States Treasury obligation, as obtained within the Federal Statistical Release H.15 published by the Federal Reserve Board or if this publication ceases to exist, another such publication which may be agreed to by the parties. The interest rate chosen shall be the rate effective the date of the purchase for the period which most closely approximating one-half the remaining term of the lease.

H.52 PROPOSAL INCORPORATION (FEB 1995)

The contractor's technical proposal dated December 1, 1994 and cost proposal dated January 31, 1995 are incorporated by reference herein.

The Contractor shall invoice monthly for the prior month's services. Each month's invoice shall be itemized to reflect the charges for items 002, 003, 004, 005, and 006.

From contract award for item 001, the Contractor shall invoice monthly for the prior month's service. Invoices shall be itemized to reflect the fixed monthly charge plus any additional charges for work in excess of the allotted amount.

For item 002, the Contractor's first monthly invoice shall not be submitted for payment until the TMS, including all required data is supplied and the continuous 30 day acceptance period has been successfully completed. Successful completion of the continuous 30 day acceptance period shall constitute the first month's service for which the Contractor may invoice; thereafter the Contractor shall invoice monthly for item 002 for the prior months lease. The computation of the lease amount should be based on the period from the acceptance of the TMS to the end of the contract.

For item 003, the Contractor's first monthly invoice shall not be submitted for payment until the ORF-ICN System, including all required data is supplied and the continuous 30 day acceptance period has been successfully completed. Successful completion of the continuous 30 day acceptance period shall constitute the first month's service for which the Contractor may invoice. Thereafter, the Contractor shall invoice monthly for item 003 for the prior month's lease.

For item 004, the Contractor shall invoice monthly for the prior month's services provided under item 004. Such billing invoice shall itemize the quantities and types of all services performed. The local supervisor shall provide to the Government's Contracting Officer's Representative, a monthly itemization of technician's hours worked with a breakdown for RIMD/M-R worked at straight time rates and RIMD/M-R worked at overtime rates. In addition, a daily work force report shall be provided.

For items purchased under Item 005, the Contractor shall invoice monthly and itemize all equipment for the prior month. For leased items under 005, the Contractor shall invoice monthly and itemize all equipment added to the system during the prior month. For leased items only, the Government will issue a modification at the end of each month adjusting the lease payment of Item 005 to include the additional leased equipment added during the month. This payment will then become the monthly lease payment until additional leased equipment is added.

For item 006, the Contractor shall accumulate all invoices for work related to Item 003 until cutover at which time the total amount against shall be divided by 120 months and added to the monthly lease payment invoiced as item 003. For item 006 work applicable to item 007, the contractor shall accumulate all invoices until acceptance of item 007, at which time

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER MONTH	TOTAL PRICE
001	Provide dedicated work force to perform RIMD/MR service for the existing telecommunications system (the OORTS) prior to cutover of the ORF-ICN Private Branch Exchange (PBX) system during the hours 6 am to 10 pm seven days a week. Dedicated work force shall be based on performing and average 2000 TWRs per month including cable pulls and refurbishing of used equipment. 15 Number of technicians.		$166,844 $166,844 $161,630 $156,416	

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER MONTH	TOTAL PRICE
001A	Console operator services for the OORTS. (See Section 3.9 of the Supplemental Statement of Work for detailed description of the service required.)		$15,618	
	5 Number of operators.		$15,618	
			$15,618	
			$15,618	

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER HOUR	TOTAL PRICE
001B	Rate per hour for overtime (estimated to be 100 hours per month). Overtime hours are defined as:		$49.00	
	a) 10 pm - 6 am seven days a week.		$49.00	
	b) Swing shift w/o notification by previous Thursday.			
	c) Saturday and Sundays when work is not scheduled the prior week.		$49.00	
	d) MR during the off shift.		$49.00	
	No overtime shall be incurred without prior DOE approval.			
001C	Hourly rate for temporary additional technicians. (500 Hours per 12 month period.)		$44.70	
			$44.70	
			$44.70	
			$44.70	

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER HOUR	TOTAL PRICE
001D	Hourly rate for Fiber Optic Cable installation in existing ductway or on existing poles. (6000 Hours per 12 month period.)		$338.21	
			$338.21	
			$338.21	
			$338.21	
001E	Hourly rate for terminating single-mode optical fiber. (100 Hours per 12 month period.)		$185.32	
			$185.32	
			$185.32	
			$185.32	

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER HOUR	TOTAL PRICE
001F	Hourly rate for terminating multi-mode optical fiber. (100 Hours per 12 month period.)		$185.32	
			$185.32	
			$185.32	
			$185.32	
001G	Hourly rate for testing single-mode optical fiber. (100 Hours per 12 month period.)		$185.32	
			$185.32	
			$185.32	
			$185.32	

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER HOUR	TOTAL PRICE
001H	Hourly rate for testing multi-mode optical fiber.(100 Hours per 12 month period.)		$185.32	
			$185.32	
			$185.32	
			$185.32	
001I	Hourly rate for splicing single-mode optical fiber. (100 Hours per 12 month period.)		$185.32	
			$185.32	
			$185.32	
			$185.32	

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER HOUR	TOTAL PRICE
001J	Hourly rate for splicing multi-mode optical fiber. (100 Hours per 12 month period.)		$185.32	
			$185.32	
			$185.32	
			$185.32	

Quantities of items 001 through 001J are estimates for evaluation purposes only and do not reflect either maximum or minimum requirements. Quantities are estimated based on a 30-month performance period. Estimated monthly usages are provided for the Offeror's information only and do not commit the Government to purchase any minimum quantity. All TWR's must be scheduled as directed by the DOE.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$19,970	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$58,898	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$137,535	
004A	Console operator services for the ORF-ICN. (See Appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$15,618	
004B	TMS Data Entry Operators. N/A Number of operators.		$N/A	$N/A

SCHEDULE B

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004C	Rate per hour for overtime. Overtime hours are defined as: a) 10 pm - 6 am seven days a week. b) Swing shift w/o notification by previous Thursday. c) Saturday and Sundays when work is not scheduled the prior week. d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$50.11	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Hourly rate for Fiber Optic Cable installation in existing ductway or on existing poles.		$TBD	$TBD
004F	Hourly rate for terminating single-mode optical fiber.		$TBD	$TBD
004G	Hourly rate for terminating multi-mode optical fiber.		$TBD	$TBD
004H	Hourly rate for testing single-mode optical fiber.		$TBD	$TBD
004I	Hourly rate for testing multi-mode optical fiber.		$TBD	$TBD
004J	Hourly rate for splicing single-mode optical fiber.		$TBD	$TBD
004K	Hourly rate for splicing multi-mode optical fiber.		$TBD	$TBD

SCHEDULE B

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004L	Hourly rate for copper trunk cable installation in existing ductway or on existing poles.		$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease of additional equipment following acceptance of item 003 during the term of the contract. **SEE SCHEDULE C**	N/A	$TBD

Item 006

The quantities provided are estimates and are for evaluation purposes only. They do not represent either minimum or maximum quantities which the Government may require. The Government assumes no obligation to purchase any or all of these items. Items A through E, N, O and P could apply to Item 003 installation and/or Item 007 construction and facility renovations. This additional work could be required either pre-cutover or post-cutover. All pre-cutover work involving items A through E and P will be at the discretion of the Contractor. Items F through M will be strictly post-cutover for new and special construction as requested and are in addition to any equipment usage necessary to provide operation and maintenance of Item 003. Post-cutover request for any additional work (items A through M) shall be made to the Contractor via a "work request" generated by the Government's authorized telecommunications personnel. The Contractor shall not perform additional work until such time as the Contractor has received a "work request."

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006A	Standby and Training Time		$TBD	$TBD
006B	Dress-out, Type 2		$TBD	$TBD
006C	Handling and Storage of Contaminated Soils		$TBD	$TBD

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006D	Asbestos Penetrations through Walls, Floors, and Ceiling			
	1" or less		$TBD	$TBD
	1" to 6"		$TBD	$TBD
	Asbestos Abatement			
	Piping		$TBD	$TBD
	Ceiling Tile		$TBD	$TBD
	Floor Tile		$TBD	$TBD
006E	Rock Excavation		$TBD	$TBD
006F	Hourly Rate for Line Truck use and operator		$TBD	$TBD
006G	Hourly Rate for Bucket Truck use and operator		$TBD	$TBD
006H	Hourly Rate for Back Hoe Use and operator		$TBD	$TBD
006I	Hourly Rate for Dump Truck use and operator		$TBD	$TBD
006J	Price of Installing New Poles		$TBD	$TBD
006K	Price of Installing New Under Ground Duct Way		$TBD	$TBD
006L	Price of Installing Entrance Cable or Feeder Cable to New Structure		$TBD	$TBD
006M	Price of Reworking or Rearrangement of Existing Feeder Cable or Entrance Cable		$TBD	$TBD
006N	Overtime premium above the normal hourly rate to perform construction work outside the normal business hours when directed by the DOE/Company (Y/EN-2351 section 5.1.2.2).		$TBD	$TBD

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006O	Price for performing additional MCRS		$TBD	$TBD
006P	Price for escorts		$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10 and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	

SCHEDULE B

	QTY		TOTAL PRICE
III.	1 LOT	Purchase of item 003 including all software. (Amount shall not exceed one-month's original payment amount for item 003.)	
IV.	1 LOT	Purchase of all equipment provided under item 005 at the end of term.	
V.	1 JOB	Price for removal of any new cable plant provided under item 003.	
VI.	1 SET	Additional System Telephone Features (See Section 3.3.1.14 of Specification Y/EN-2351)	
VII.	18 MO	Lease and maintenance for early delivery of the Company-use fiber triangle between Y-12, X-10, and K-25 per drawing D2E-145866 of Specification Y/EN-2351 for 18 months prior to the acceptance of the ORF-ICN. These costs shall be included as part of Item 003 for the remaining 120 months of the contract.	

In the event the foregoing options are exercised by the Government, they shall be exercised by written notice to the Contractor and modification to the original contract in accordance with the following schedule:

Option I - Anytime during the term of the contract.

Option II - 30 days prior to payment of the 120th lease payment.

Option III - 30 days prior to payment of the 120th lease payment of item 003.

Option IV - 30 days prior to payment of the 120th lease payment of item 003.

Option V - 30 days prior to payment of the 120th lease payment of item 003.

SCHEDULE B

Option VI - Anytime during the term of the contract.

Option VII - 30 days after award with acceptance of the fiber 12 months after award.

SCHEDULE C

ITEMIZED PRICING OF ITEM 005, ADDITIONAL EQUIPMENT

The Contractor shall provide the Manufacturer's Published Price (MPP) Lists containing equipment necessary to support the entire ORF-ICN system (VDTS, Voice Mail, FOTS, TMS, etc.) in the following areas:

A. Switch and Associated Central Office Equipment and Material
B. Transmission Equipment and Material
C. Premise Equipment and Material
D. Outside Plant Material
E. Inside Plant Material
F. TMS Equipment and Material
G. Special Services Equipment and Material
H. Fiber Optic Transmission Equipment and Material

The Government shall have the right to purchase or lease with option to purchase (LWOP) any items from the MPP List's anytime during the contract. The Contractor shall state a single discount rate for each MPP List. The discount rate shall be applied to the MPP to determine the Government's purchase price. Additionally, the Contractor shall state the applicable material handling charge to be added to the purchase price.

For leased equipment, the above purchase price will be multiplied by the lease rate factor on Schedule D, and then added at the lease rate under Item 005 for the balance of the 10-year lease period. Lease payments for added leased equipment shall begin in the month the equipment is installed. All leased equipment added shall become an integral part of Item 003, Integrated Communications Network for maintenance and operations. Title shall pass to the Government upon the exercise of Option IV, Schedule B.

The Government assumes no obligation to purchase any or all of these items. Requests for any additional equipment shall be made to the Contractor via a "Material Request" generated by the Government's authorized telecommunications personnel. The Contractor shall not supply additional equipment until such time as the Contractor has received a "Material Request".

SCHEDULE C (CONT.)

ITEMIZED PRICING OF ITEM 005, ADDITIONAL EQUIPMENT

	GENERAL EQUIPMENT TYPES	DISCOUNT RATE	MATERIAL HANDLING RATE
A.	Switch and Associated Central Office Equipment and Material:	TBD	TBD
B.	Transmission Equipment and Material:	TBD	TBD
C.	Premise Equipment and Material:	TBD	TBD

SCHEDULE C (CONT.)

ITEMIZED PRICING OF ITEM 005, ADDITIONAL EQUIPMENT

	GENERAL EQUIPMENT TYPES	DISCOUNT RATE	MATERIAL HANDLING RATE
D.	Outside Plant Material:		
		TBD	TBD
E.	Inside Plant Material:		
		TBD	TBD
F.	TMS Equipment and Material:		
		TBD	TBD

SCHEDULE C (CONT.)

ITEMIZED PRICING OF ITEM 005, ADDITIONAL EQUIPMENT

	GENERAL EQUIPMENT TYPES	DISCOUNT RATE	MATERIAL HANDLING RATE
G.	Special Services Equipment and Material:		
		TBD	TBD
H.	Fiber Optic Transmission Equipment and Material:		
		TBD	TBD

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 17

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M007	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X Changes FAR 52.243-4 (AUG 1987)

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED APR 05 1995

The purpose of this modification is to modify the Technical Specification and Statement of Work. Therefore, the contract is revised as follows:

1. The Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (ORF-ICN) (Y/EN-2351 Rev. E) are revised as follows:

3.3.3.2 Modem Pool Service
Delete second paragraph.

3.3.13 Environmental Requirements
Replace the entire section with the following:

"The ORF-ICN total system shall meet the requirements of this specification when operating with an external environment of:

Temperature	-30 F to 105 F
Relative Humidity	10% to 100%."

3.8.3.1 General
Delete the wording "from DOE" in the first sentence.

Delete the second sentence (begins with "See Appendix 9 ...") of the first paragraph.

4.4.13 Site Preparation and Field Construction Documentation Summary
Make the following changes to the "Due Date":

DOCUMENT	DUE DATE
Design Document List	Change 60% design review to 50% design review
Design Documents	Change 30%, 60%, 90% of design completion and CFC to 50%, 90% of design completion and CFC
Material and Equipment List	Change 60% design review to 50% design review
Design Calculations	Change 30% of design completion to 50% of design completion
Noise Level Calculations	Change 30% design review to 50% design review
Energy Conservation LCC Report	Change 30% design review to 50% design review

4.7 Operational Readiness Review
Replace the first paragraph and its associated sub-paragraphs with the following:

"An Operational Readiness Review analysis and presentation shall be provided in accordance with the DOE Operational Readiness Review process. The analysis will be presented to a board that will be appointed by the DOE COR for approval prior to cutover."

Add the following bullet under the second paragraph sub-paragraph (a).1.

"O TMS/VDTS interface requirements (3.2.3)"

5.1.1.2.3.1 Standby and Training Time
Change the required hours for GET training from 4 hours to 12 hours.

5.1.1.4 Construction Engineer
Replace the second sentence with the following:

"In addition, the CE will be responsible in conjunction with the site HSEA representative for overseeing the health, safety, fire, and environmental practices of the contractor for adherence to regulations of the Company and DOE."

5.1.1.8.3 Work in the Biology Area
Add the following sentence to the end of the paragraph:

"Provide notice to operating personnel in the work areas if sound levels will reach or exceed 85 dB."

5.1.1.9 Work to be Performed or Services to be Furnished by the Company
Replace the entire section with the following:

"The following services will be provided by the Company upon receipt of 5 working days advance notice:

(a) Remove and restore service to all active utilities in accordance with Section 5.1.6.6.

(b) Conduct final tie-ins to existing service facilities and process systems which cannot be removed from service.

(c) Only for those systems which cannot be isolated from an existing operational system, the Company will initiate final air balancing of heating, ventilating, and air-conditioning systems. This work will be performed after receiving the system's certified prints, as-built drawings, operation and maintenance manuals, and completion of the Contractor's testing and start-up.

(d) The Company will provide B-25 boxes for disposal of contaminated waste. (Boxes are 96 cubic feet.) The Company will deliver the boxes to the Contractor and remove them from the site. This service will be provided for contaminated soil only if it cannot be re-used on site or placed in a designated area.

(e) When contaminated water is removed from existing manholes the Company will provide a storage tank at the job site and will dispose of the waste upon completion of the work.

5.1.2.2.2
Replace the first paragraph with the following:

"The Company may require connection to existing utilities (electricity, water, sewer, communication, etc.) and work in some office and operational areas outside normal working hours. Work directed by DOE to be performed outside normal working hours will be billed in accordance with provisions stated in line item 006 of the RFP.

5.1.3 Safety and Health
Delete the phrase "(Requirement Deleted)" from the title.

5.1.3.2 General Employee Training
In the first sentence, change the wording from "four hour General Employee Training" to "twelve hour General Employee Training".

5.1.3.7 Construction Safety Work Permit
Replace the entire section including the title with the following:

"5.1.3.7 Construction Safety and Health Work Requirements Checklist/Operational Safety Work Permit

The Contractor shall obtain a Construction Safety and Health Work Requirements Checklist (S&HWRC) from the CE prior to start of work. Post the checklist at the job site. The term "work," as used herein, includes any activity (including pre-construction) that requires the removal of electrical panel covers, opening electrical panel doors, or access to similar electrical devices or systems.

A checklist will be issued for segments of construction work performed as a continuous task such as cable installation between two plants, rewiring a large building or group of smaller buildings, or construction of a new building. The checklist will not be issued until after the design review is completed and comments resolved.

Lifting ceiling panels and entering telephone manholes during design will require an Operational Safety Work Permit (OSWP).

The Company will issue a permit for this specific operation in lieu of a complete S&HWRC. Request permit five days in advance."

5.1.3.8.4
Delete this section from the specification.

5.1.3.15.7
Leave the first sentence as is. Replace the remaining part of the section with the following:

"In the event of an accidental spill, notify the Company's Construction Engineer (CE) immediately. If the CE is unavailable, notify the Plant Shift Superintendent/Laboratory Shift Superintendent (PSS/LSS) office. All efforts shall be made by the Contractor to contain the spill."

5.1.3.24 Elevated Work
Replace the entire section with the following:

"Provide a Fall Protection Work Plan for each area of the work place where fall hazards of six feet or more exist. Update the plan to identify all fall hazards in the work area as the project work progresses."

5.1.4.1 Description
In fourth paragraph, change CFR 1926.58 to CFR 1926.1101 in first and second sentences.

5.1.4.4.1.1
Replace the first paragraph with the following:

"Remove non-rad asbestos waste from the job site and dispose of it at the Y-12 Centralized sanitary landfill II. The landfill is open on Tuesdays from 9 a.m. to 11 a.m. and 1 p.m. to 2 p.m. If the asbestos waste is radiation contaminated, place it in Company furnished B-25 boxes for disposal by the Company."

Replace paragraph (e) with the following:

"Before asbestos waste can be removed from the job site or the temporary on-site storage area, complete a Company waste disposal request form. The loaded vehicle will be inspected by the Company at its receiving department before sign-off of the form.

5.1.5.5 Change Facilities
Replace sub-paragraphs 5.1.5.5.1 and 5.1.5.5.2 with the following:

"Change facilities for use by the Contractor will not be provided by the Company except for instances where the tasks result in contaminated work clothing. For contaminated work the Contractor may use the Company change facilities."

5.1.6.2 Temporary Fencing
Delete the third paragraph from this section.

5.1.6.3.1.2
In the first sentence, change the wording from "four working days" to "five working days."

5.1.6.5.1
In the first sentence, change the wording from "four working days" to "five working days."

5.1.6.6 Deactivation of Existing Utilities
In the second sentence, change the wording from "4 working days" to "5 working days."

5.1.6.7.3 Paint Overspray and Drift
In the first sentence, change the wording from "four days" to "five working days."

5.1.6.8.1
In the second sentence, change the wording from "four days" to "five working days."

5.1.6.12.3 Non-contaminated Waste
Replace the first three sentences in the first paragraph with the following:

"All waste removed from the job site shall be accompanied by a Company-furnished waste disposal request form (ESWDR). Deliver materials to the sanitary landfill between the hours of 9 a.m. and 3 p.m. Monday through Friday."

Add the following sentence to the last paragraph of this section:

"Transport recyclable waste from the Townsite construction areas to the Y-12 storage area."

5.1.6.13.3
Renumber this paragraph to 5.1.6.15.

5.2.1.4.2 Design Documents
In Part (b), Design Document List, change the wording from "60% design completion" to "50% design completion".

In Part (c), Design Documents, first paragraph, change the wording from "30%, 60%, and 90%" to "50% and 90%".

In the third paragraph, change the first and second sentences to read as follows:

"Company comments on the 50% and 90% submittal will be documented on the form shown in Figure 4 of EP-C-27. Action on the comments on the 50% and 90% design packages shall be documented via

written responses on the same form prior to issuing the 90% and CFC packages respectively."

In Part (d), Design Calculations, change the wording from "30% completion" to "50% completion".

In Part (e), Material and Equipment List, change the wording from "60% design completion" to "50% design completion."

5.2.2.1.3 Earthwork
Move the last sentence on page 135 to the end of the previous paragraph. This paragraph should now read:

"All existing and new underground and overhead utility lines shall be shown on the design drawings. Prior to construction, note these locations, and protect the lines from damage. Hand excavation shall be used in the immediate vicinity of existing underground lines. Blasting will not be permitted."

5.2.2.2.1 General
In the second sentence of the first paragraph, change the wording from "60% design review" to 50% design review.

5.2.4.2.5 Inter-site Fiber Optic Cabling
Add the following as the last paragraph of the section:

"Fiber termination shall be in accordance with Section 5.2.4.2.3 paragraphs two and three.".

APPENDIX 1
Replace "29352939" with the following:
"2935
2939".

APPENDIX 2A
On the K-25 INTRA-SITE TELECOMMUNICATIONS SERVICE REPORT make the following change:

Page No.	BUILDING	CHANGES	COMMENT
2A-6	K-25 CU	Map Location = C-14	The Credit Union is in the process of moving

On the TOWNSITE INTRA-SITE TELECOMMUNICATIONS SERVICE REPORT make the following changes:

Page No.	BUILDING	CHANGES	COMMENT
2A-8	1009COM	"Total Stations" = 133 Map Location = E-15	In Commerce Park
2A-8	161MITCHELL	"Total Stations" = 119	Map Loc. D-15
2A-8	1956 O.R. TURNPK	"Total Stations" = 21	Map Loc. B-12
2A-9	55JEFFERSON	"Total Stations" = 406	Map Loc. B-13
2A-9	601SCAR	"Total Stations" = 1	Map Loc. D-14
	Total Stations	"Total Stations" = 7150	

On the TOWNSITE INTRA-SITE TELECOMMUNICATIONS SERVICE REPORT make the following additions:

Page No.	BUILDING	ADDITIONS	COMMENT
2A-10	102MIT	"Total Stations" = 69 Map Location = D-15	New building
2A-10	1055COM	"Total Stations" = 24 Map Location = E-15	In Commerce Park
2A-10	1060COM	"Total Stations" = 192 Map Location = E-15	In Commerce Park
2A-10	TECH2020	"Total Stations" = ?? Map Location = E-15	In Commerce Park, new bldg. under construction.
2A-10	120SJEF	"Total Stations" = 154 Map Location = B-13	New location
2A-10	3MAIN	"Total Stations" = 178 Map Location = C-14	New location
2A-10	663EMRY	"Total Stations" = 14 Map Location = C-16	New location
2A-10	ANNEX	"Total Stations" = 8 Map Location = D-14	Trailer located behind ATDL
2A-10	109WHIP	"Total Stations" = 1 Map Location = Not on Map	109 Whippoorwill Drive in Oak Ridge

On the X-10 INTRA-SITE TELECOMMUNICATIONS SERVICE REPORT make the following additions:

Page No.	BUILDING	ADDITIONS	COMMENT
2A-16	1507	"Total Stations" = 33	New building
2A-16	2660	"Total Stations" = 12	New building
2A-16	1059	"Total Stations" = ??	New Bldg. under construction
2A-16	1061	"Total Stations" = ??	New Bldg. under construction

Page No.	BUILDING	ADDITIONS	COMMENT
2A-16	1062	"Total Stations" = ??	New Bldg. under construction
2A-16	5002	"Total Stations" = ??	New Bldg. under construction
2A-16	7918	"Total Stations" = ??	New Bldg. under construction
2A-16	1509	"Total Stations" = ??	New Bldg. in design
2A-16	2661	"Total Stations" = ??	New Bldg. in design
2A-16	3156	"Total Stations" = ??	New Bldg. in design
2A-16	4007	"Total Stations" = ??	New Bldg. in design
2A-16	2638	"Total Stations" = 1	One station
2A-16	2648	"Total Stations" = 0	One audio special circuit
2A-16	3136	"Total Stations" = 0	One audio special circuit
2A-16	3153	"Total Stations" = 0	One audio special circuit
2A-16	3518	"Total Stations" = 0	One audio special circuit
2A-16	7935	"Total Stations" = 0	One audio special circuit
2A-16	7965-B	"Total Stations" = 4	Four stations; Two audio special circuits
2A-16	7965-C	"Total Stations" = 1	One station; Two audio special circuits
	Totals	"Total Stations" = 7008 "Analog Circuits" = 2086 "Audio Circuits" = 143"	

On the Y-12 INTRA-SITE TELECOMMUNICATIONS SERVICE REPORT make the following changes:

Page No.	BUILDING	CHANGES	COMMENT
2A-19	9714	"Total Stations" = 23 Location = SE of K-25 Plant	Total includes those records listed in database as "OS3"

On the Y-12 INTRA-SITE TELECOMMUNICATIONS SERVICE REPORT make the following additions:

Page No.	BUILDING		COMMENT
2A-22	BURIAL	"Total Stations" = 1	Burial ground south of Y-12 on Mt. Vernon Rd
2A-22	PISTOLY	"Total Stations" = 1	Y-12 Pistol Range
2A-22	REMARKS	"Total Stations" = 2	Trailer at West End Tank Farm
2A-22	SHACK	"Total Stations" = 2	Trailer 9983-97 at Y-12
2A-22	9720-10	"Total Stations" = 0	1 audio special circuit (PA) GC13624
	Totals	'Total Stations" = 7739 "Audio Circuits" = 318	
	Grand Totals	"Total Stations" = 25,924 "Analog Circuits" = 4,879 "Audio Circuits" = 482	

APPENDIX 2C
Add the following building to Table 2C:

Page No.	LONG-TERM LEASE	MAP #

2C-1	3MAIN	Not labeled, located Downtown Oak Ridge

APPENDIX 5A, Part II
On page 5A-11, change the "BN01" from "OS3" to "9714" for circuit numbers GD82248 and GD89454.

Add the following entries to Appendix 5A Part II:

MACCT	CIRCUIT	BN01	BN02
M740001	GD40431	1060COM	4500-N
M740001	GD41585	1060COM	4500-N
M740001	GD47727	1060COM	4500-S
M748000	GL47682	3MAIN	FEDERAL
M745000	GS46410	3MAIN	FEDERAL
M745000	GS48133	3MAIN	FEDERAL
M740002	D502196	55JEFF	120SJEF
M740002	D502197	55JEFF	MAXIMA
M740002	D502198	55JEFF	161MIT
M740002	D502199	55JEFF	161MIT
M748000	GL49805	55JEFF	FEDERAL
M745000	GS48505	55JEFF	120SJEF
M748000	GL40948	120SJEF	FEDERAL
M748000	GL43569	120SJEF	FEDERAL
M745000	GS44580	102MIT	FEDERAL
M745000	GS49314	102MIT	FEDERAL
M748000	GL49555	102MIT	FEDERAL
M740001	GD33730	161MIT	9702
M745000	GS40518	161MIT	102MIT
M745000	GS41889	161MIT	102MIT
M748000	GL41512	161MIT	FEDERAL

2. The Technical Specification and Statement of Work for the Telecommunications Management System (TMS) (K/CSD/INF-8822 Rev. E) is revised as follows:

1.1 Scope
If the second paragraph third sentence, change the wording "DOE" to "Department of Energy (DOE)".

2.1.3 System Information Reporting
Delete the second sentence from the first paragraph.

2.1.8 ISDN Functionality
Replace the title of the section with "2.1.8 Integrated Services Digital Network (ISDN)".

Delete the wording "TMS Section 3.1.1.3 and", and change the wording "Section 3.2.3.4" to "Section 3.2.3.3".

2.3.7.1 Purpose of Cable Management
Delete the second paragraph of the section.

2.6.6 Cost Information Identification
Change the phrase 'USOC group" to "group".

Replace all other occurrences of "USOC" in the section to "item".

3.0 Computer System Requirements
In the fourth paragraph second sentence, change the wording "OICC" to "Operations Integrated Control Center (OICC)".

3.1.3 Interactive Communications Requirements
In the third paragraph, change the wording "FDDI" to "Fiber Distributed Data Interface (FDDI)".

Replace the fifth paragraph with the following:

"The Contractor is responsible for all hardware and software required for the Contractor's personnel to access the TMS and development computer up to the point of connection to the Company's network. The connection to the Company's network will be the responsibility of the Company."

3.1.6 Installation
Replace the second sentence with the following:

"The TMS shall be installed in the OICC and be fully operational prior to the beginning of the integrated system testing of the ORF-ICN."

3.1.7 Development System
In sub-paragraph C, change the wording "DCS" to "Development Computer System (DCS)".

3.2.3.2 TCP/IP
Replace the title of the section with "3.2.3.2 Transmission Control Protocol/Internet Protocol (TCP/IP)".

Replace the second sentence with the following:

"The Contractor-provided TCP/IP shall provide at least the following services: TELNET, Simple Mail Transfer Protocol (SMTP), File Transfer Protocol (FTP), Internet Control Message Protocol (ICMP), User Datagram Protocol (UDP), route, Network File Server (NFS), and Domain Name Server."

4.3 Test and Acceptance
Replace sub-sections 4.3.2, 4.3.2.1, 4.3.2.2, 4.3.2.3, 4.3.2.3.1, 4.3.2.3.2, and 4.3.3 with the following:

"4.3.2 The entire system shall be tested to verify each specification requirement in accordance with the following guidelines:

4.3.2.1 Reserved

4.3.2.2 Acceptance Test. The acceptance test is to be performed at the DOE site with the entire hardware configuration installed, use data from the data conversion process, actual DOE data, full system loading, and simulate a billing cycle. The test shall be completed successfully prior to the start of the VDTS Integrated System Test (section 4.3.4). The Contractor shall submit the Test Plan for DOE approval a minimum of 30 days prior to the test that identifies the test duration, pass/fail criteria, responsibilities of the Contractor and DOE, specific data sources, specific tests, and demonstrations. Problems and deficiencies from this test shall be documented by the Contractor and a plan issued within ten working days that describes how and when they will be resolved along with a retest schedule. This plan shall be issued with the test results. The proposed change control procedure shall be submitted at this test (see section 3.5).

4.3.2.3 Performance Period Test. The performance period shall be performed immediately following cutover and shall consist of operating the entire system continuously for 30 days. All TMS specification requirements shall be verified in the full operational mode. Problems and deficiencies shall be documented and a plan issued that describes how and when they will be resolved. This problem documentation and the related corrective action plan shall be issued within three days of the occurrence.

4.3.2.3.1 Reporting. Each of the output reporting requirements described in Appendix TMS-5 shall be produced by the Contractor using the report generator.

4.3.2.3.2 Database Support. The Contractor shall operate and maintain the TMS databases, including data entry, prior to cutover in parallel with DOE's operation of its existing system.

4.3.3 Preliminary Acceptance Test Plan. The preliminary test plan shall address at least the requirements of Sections 4.3.2.2 and 4.3.2.3 in adequate detail for DOE to access the Contractor's understanding and commitment to the testing requirements.

The final test plans shall be submitted to DOE for approval a minimum of 30 days prior to the acceptance tests. Response by DOE will be provided within 10 working days. These plans shall expand on the preliminary plan so that all tests to be performed are clear as to the specification being tested, acceptance criteria, methods used, data used, sequence of events and other information pertinent to the test or understanding of the process."

4.5 Data Conversion
In 4.5.1, change the wording "RIMD" to "Relocation, Installation, Maintenance and Disconnection (RIMD)".

4.6 Documentation
In sub-section 4.6.1, change item "B" to "Reserved".

4.7 Operational Readiness Review
Replace the entire section including sub-sections 4.7.1 and 4.7.2 with the following:

"The Operational Readiness Review will be done in accordance with section 4.7 of Y/EN-2351."

5.0 Data Requirements
Add the following as the second paragraph in the section:

"Information deemed critical to the mission of DOE's business is required to be easily identifiable and readily accessible in the system. Requirements in this section will be met by individual field items in the system. Other methods for identifying and accessing this information should be clearly stated."

5.3 Access and Identification of Critical Business Information
Replace the entire section including the title with the following:

"5.3 Reserved".

Appendix TMS-4 Exhibits
Replace the appendix in its entirety with the pages provided.

Appendix TMS-6 Flowcharts
Replace the appendix in its entirety with the pages provided.

3. The Supplemental Statement of Work (SOW) (SW-TNS-001 Rev. B) is revised as follows:

3.1.3 Equipment Covered by RIMD
Add the wording "when requested by the Company" at the end of the first sentence under item (b).

3.3.6 New Standard Wiring Plan Installations
Replace the third sentence with:

"These special wire pulls includes both a data and voice cable at each drop and termination of both cables at the wall jack and at the SCR/MCR. A separate TWR will be issued for service initiation. "

3.2.3 Additional Maintenance Responsibilities
Replace paragraph (a) with the following:

"The Contractor will make a best judgement on the cause of each equipment outage or problem (IXC/SCB line, FTS2000, etc.). If the problem is FTS2000, the Contractor's console operators shall notify AT&T prior to notifying the Company. If the Contractor determines that the malfunction is on the South Central Bell (SCB) Telephone Company side of the demarcation point, the Contractor's console operators shall notify SCB prior to notifying the Company."

Appendix 10
Replace first paragraph with the following:

"Consoles shall be staffed Monday through Friday between the hours of 7 a.m. and 6 p.m. and between 8 a.m. and 5 p.m. on holidays NOT observed by both the Company and DOE. Staffing levels for normal duty hours should be sufficient to handle approximately 28,000 calls per month. Staffing levels for holidays not mutually observed, should be sufficient to handle a maximum of 300 calls per day. Calls received between 6 p.m. and 7 a.m., on weekends and on holidays mutually observed by the Company and DOE, shall be forwarded to a Company provided announcement or intercept service."

4. As a result of the previously mentioned changes Attachment A Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network, Y/EN-2351, Attachment B Technical Specification and Statement of Work for the Telecommunications Management of System - K/CSD/INF-8822, and Attachment C Statement of Work (Supplement) SW-TNS-001 are deleted in their entirety and replaced with the copies affixed hereto.

5. Any claim for an equitable adjustment resulting from the aforementioned changes must be submitted within thirty (30) days of the effective date of this modification.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A008	See Block 16C	05-95OR21965.003	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 001C AH39 WM6006120 $1,430.40

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

The purpose of this modification is to provide funding for item 001C in the amount of $1,430.40
This brings the total obligations to date to $9,702,940.40 which is allocated as follows:
Item 001 – $3,671,650; Item 001C – $66,290.40; Item 005 – $75,000; Item 007 – $5,890,000
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED MAY 26 1995

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A009	See Block 16C	05-95OR21965.004/.005/.006	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See page 2

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

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

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

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

The purpose of this modification is to obligate funding for item 001C in the amount of $200,000 and deobligate funding for item 005 in the amount of $75,000 and item 007 in the amount of $93,000. This brings the total obligations to date to $9,734,940.40 which is allocated as follows: Item 001 – $3,671,650; Item 001C – $266,290.40; Item 007 – $5,797,000

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED AUG 16 1995

ACCOUNTING AND APPROPRIATION DATA

Line Item No.	P. R. Number	B&R Number	Dollar Amount
005	05-95OR21965.004	AH89/35WA9000	($ 75,000)
007	05-95OR21965.006	X050/39AF99 PRN94E201000900	($ 93,000)
001C	05-95OR21965.005	FB45/1003205	$ 23,826
001C	05-95OR21965.005	FB45/GB0314	$ 5,921
001C	05-95OR21965.005	FB45/EW201030 (ADSOR8301)	$ 58,000
001C	05-95OR21965.005	FB45/EX2010102 (ADSOR7301)	$ 15,000
001C	05-95OR21965.005	FB45/EX202001 (ADSOR1304AA)	$ 21,000
001C	05-95OR21965.005	FB45/WM6006050	$ 46,253
001C	05-95OR21965.005	FB45/KH2007	$ 30,000
			$200,000

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M010	See Block 16C	N/A	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
Mutual Agreement of the Parties and P.L. 95-91

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Jerry W. Campeau, Project Director	Jeffrey R. Burgan Contracting Officer

15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Jerry W. Campeau *(Signature of person authorized to sign)*	9-8-95	BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	SEP 11 1995

The purpose of this modification is to make administrative changes and to definitize change orders 1, 2, 12, 24, 25, 27A, 44, 52, 57, 61, and 64. Accordingly, the contract is modified as follows:

1. If funding is available, it is the governments intent to pay as we go for change orders related to item 003. To do so, it is necessary to add a line item to the contract. Therefore, line item 003B is incorporated into the contract as set forth on the attached page.

2. Change orders 1, 2, 12, 24, 25, 27A, 44, 52, 57, 61, and 64 are definitized in the amount of $288,500. The allocation of this amount is as follows: item 003B $267,990, item 007A $7,573, and item 007D $12,937.

3. Funding under B&R code (ORUO 820201 OR4491) in the amount of $267,990 is hereby transferred from item 001 to item 003B. This reduces the funding allocated to item 001 to $3,403,660. The total funds obligated on this contract does not change

4. Increase items 007A by $7,573 from $539,344 to $546,917 and item 007D by $12,937 from $131,139 to $144,076. Attached is a change page to the contract reflecting this revision.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 1, 2, 12, 24, 25, 27A, 44, 52, 57, 61, and 64 "proposals for adjustment," with the exception of possible schedule impact, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment".

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006O	Price for performing additional MCRS		$TBD	$TBD
006P	Price for escorts		$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10 and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 19,970	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A011	See Block 16C	N/A	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties and P.L. 95-91

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
JERRY W. CAMPEAU DIRECTOR - PROG. MGMT.	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 10/31/95
16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/1/95

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to make administrative changes and to definitize change orders 4, 5, 7, 8, 20, 27A, 33, 60, 66, and 68. Accordingly, the contract is modified as follows:

1. Change order 4 results in the voice mail system being delivered 13 months early. As a result, line item 003C Early Voice Mail Delivery is added to the contract. A revised page 13 to the contract is attached hereto.

2. Change orders 4, 5, 7, 8, 20, 27A, 33, 60, 66, and 68 are definitized in the amount of $447,018. The allocation of this amount is as follows: item 003B $146,218, item 003C $189,322, item 007 $69,346, and item 007D $42,132.

3. Funding under B&R code (ORUO 820201 OR4491) in the amount of $146,218 is hereby transferred from item 001 to item 003B. This reduces the funding allocated to item 001 to $3,257,442. The total funds obligated on this contract does not change

4. Increase item 003B by $146,218 from $267,990 to $414,208, item 007 by $69,346 from $3,057,437 to $3,126,783 and item 007D by $42,132 from $144,076 to $186,208. Attached are change pages to the contract reflecting these revisions.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 4, 5, 7, 8, 20, 27A, 33, 60, 66, and 68 "proposals for adjustment," with the exception of possible schedule impact on change order 33, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment".

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 19,970	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	13 MO	Early Delivery and Use of the Voice Mail System	$ 14,563	

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006O	Price for performing additional MCRS	20 EA	$TBD	$TBD
006P	Price for escorts	1,000 HRS	$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10 and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES 1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A013	See Block 16C	05-96OR21965.001	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
ORUO 820201 $3,000,000

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $3,000,000.
This brings the total obligations to date to $12,734,940.40 which is allocated as follows:
Item 001 – $6,257,442; Item 001C – $266,290.40; Item 003B – $414,208; Item 007 – $5,797,000
All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED OCT 26 1995

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M012	See Block 16C	N/A	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A. Changes FAR 52.243-4 (AUG 1987)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/18/95

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to modify the Technical Specification and Statement of Work for the ORF-ICN and the TMS. Therefore, the contract is revised as follows:

1. The Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (ORF-ICN) - Y/EN-2351 (Rev. F.1) is revised as follows:

4.4.13 Site Preparation and Field Construction Documentation Summary

Change the "Number of Copies" from four copies to one copy for the following items: Design Documents, Material and Equipment List, Design Calculations, and Noise Level Calculations.

5.2.4.2.1 General

Replace the first sentence of the fifth paragraph in Section 5.2.4.2.1 (beginning with "All aerial cable shall be . . .") with the following:

"All aerial cable greater than 6 pair shall be spiral wrapped on a 3/8" stranded steel messenger. A smaller size messenger wire may be used to support smaller cables (6 pair or less) or aerial innerduct provided prior Company approval is obtained, load calculations are submitted, and the requirements of the National Electrical Safety Code and Bellcore Standards are met. "

2. The Technical Specification and Statement of Work for the Telecommunications Management System (TMS) - K/CSD/INF-8822 (Rev. F) is revised as follows:

Delete sections 5.13.1.1, 5.13.1.2, and 5.13.1.3.

Change pages to the contract with the aforementioned changes are attached hereto.

The above changes should result in a credit to DOE. The equitable adjustment resulting from these changes must be submitted within thirty (30) days to the effective date of this modification.

ISDN Implementation Plan	I	4.4.10	With bid
Computer Hardware and Software Documentation	C	4.4.9	2 weeks prior to installation checkout testing
Preliminary Disaster Recovery Plan	I	4.4.3.7	With bid
Disaster Recovery Plan	A	4.4.3.7	6 months after contract award
Attendant Console Plan	A	Appendix 10	With bid

* I--Information, R--Review, A--Approval, and C--Certification

4.4.13 Site Preparation and Field Construction Documentation Summary

DOCUMENT	SUBMITTED FOR*	DESCRIBED IN SPEC. SECT.	DUE DATE	NUMBER OF COPIES
Weekly Progress Report	I	5.2.1.3	Each week	4
List of A-E Firms	I	5.2.1.4	With bid	4
List of Activities Requiring Contractors Other than those Designated with Q Clearances	R	5.1.1.3	90 days after contract award	4
Preliminary Design Document List	I	5.2.1.4.2	With bid	1
Design Document List	I	5.2.1.4.2	50% design review	4
Design Documents	A	5.2.1.4.2	50%, 90% of design completion and CFC	1
Material and Equipment List	I	5.2.1.4.2	50% design review	1
Manufacturer and Vendor Data	R	5.2.1.4.2	Prior to or with shipment of equipment	4
Shop Drawings	A	5.2.1.4.2	4 weeks prior to shipment of equipment	4
Samples	R	5.2.1.4.2	4 weeks before installation	4
Design Calculations	A	5.2.1.4.2	50% of design completion	1
Weekly Report	I	5.1.2.4.1	Weekly	4

Construction Project Requirements Summaries (CPRS)	A	5.2.1.4.2	90% design review	4
Test and Inspection Reports	C	5.2.1.4.2	30 days after completion of testing	4
Field Change Requests	A	5.2.1.4.2	Upon occurrence	4
Welding Procedures and Qualifications of Welders and Welding Inspectors	A	5.2.1.4.2/ 5.2.2.2.6	4 weeks prior to building erection	4
Safety Program	A	5.1.3.9	120 days after contract award	4
Crane Inspection Certificates	I	5.1.3.16.1	2 weeks prior to use of cranes	4
Construction Schedule	A	5.2.1.6	120 days after contract award	4
Procurement Status Report	R	5.2.1.7	30 days after design CFC	4
List of Vehicles Requiring Access	I	5.3.13	5 days prior to need	4
Inspection Plan for Building High Strength Bolts	C	5.2.2.2.6	2 weeks prior to building erection	4
HVAC Systems Test Report	C	5.2.3.2.3	30 days after testing complete	4
Piping Welding Procedures and Welder Qualifications	A	5.2.5.1	4 weeks prior to starting work	4
Evidence of Sprinkler System Experience	I	5.2.5.3.7	2 weeks prior to installation	4
Sprinkler System Certificate of Inspection	C	5.2.5.3.7	30 days after test and inspection	4
Slump Test Reports	R	5.2.2.2.6	Within 24 hours of test	4
Compaction Test Reports	R	5.2.2.1.11	Within 24 hours of test	4
Facilities Equipment and Materials Data Submittals	R	5.2.2.3.15	2 weeks prior to construction	4
Noise Level Calculations	R	5.2.3.1.1	50% design review	1
Energy Conservation LCC Report	R	5.2.3.1.3	50% design review	4

5.2.4.1.3 Engineering Standards

The Company's Electrical Engineering Standards shall be incorporated into the design. Applicable standards shall be referenced on the drawings and included in the construction specifications.

5.2.4.1.4 Calculations

Provide electrical design analyses and calculations per the Company's Engineering Standard ES-0.7-7. See Sections 5.2.1.4.2 for a list of calculations to be included as a minimum.

5.2.4.1.5 Quality Assurance Checklist

The electrical design quality assurance checklist furnished by the Company to the Contractor shall include applicable entries by the Contractor and submitted at each design review. The checklist shall be completed by the 90% review.

5.2.4.1.6 Field Surveys and Measurements

The Contractor shall be responsible for making any electrical field surveys or measurements necessary to perform the design. All field visits shall be coordinated with the Company. Cabling within plants may be routed overhead on existing poles, or on new poles, or may be installed underground in existing telephone duct banks or in new duct banks. The priority to be used in selecting the routing of intra-site cabling is as follows: (1) existing spare underground conduits, (2) aerial on poles, and (3) new underground conduits. The Contractor shall survey all overhead pole lines to determine availability of space and clearances on poles prior to completion of design. Spare ducts are available for use in the existing telephone duct banks. The Company has completed a recent survey of the existing telephone duct banks to determine where spare conduits are available. Results of this survey are documented on drawings listed in Appendix 1. In no case can it be assumed that the reference drawings are accurate and in as-built condition. Facilities shall be inspected to determine the actual existing conditions.

5.2.4.1.7 Electrical Testing

Prepare electrical testing requirements summaries and test procedures in accordance with Y/EN-4451, Division 11.

5.2.4.1.8 Seismic Requirements

Electrical equipment supports shall be designed to comply with earthquake loads in accordance with Section 5.2.2.2.2.

5.2.4.2 Telecommunications Cabling

5.2.4.2.1 General

For additional cable plant requirements, see Section 3.3.12 and Appendix 6. Drawings showing existing cabling facilities and the SCB cable plant are listed in Appendix 1.

All cable and associated hardware installed shall be in accordance with equipment manufacturer's recommendations and accepted industry standards unless otherwise specified. Establish a standard manufacturer and part number for any particular type of hardware that will be used in more than a single instance.

All fiber cabling shall be tested prior to installation by connecting an optical time domain reflectometer (OTDR) to the cable and measuring attenuation, cable length, and number of anomalies. Perform this test on both ends of each fiber to be tested. Install the cable only if the cable has adequate length for the run being installed and measured attenuation meets this specification with no cable anomalies. Repeat this test after installation of the cable.

For unused fibers installed for future use, record the output of the OTDR and deliver this output to DOE. Provide these recordings for all fibers.

All aerial cable greater than six pair shall be spiral wrapped on a 3/8" stranded steel messenger. A smaller size messenger wire may be used to support smaller cables (six pair or less) or aerial innerduct provided prior Company approval is obtained, load calculations are submitted, and the requirements of the National Electrical Safety Code and Bellcore Standards are met. "Boxing" of the utility poles shall not be permitted. The messenger shall be bonded to the pole grounding conductor at intervals not to exceed three pole spans and at each cable splice. If a pole grounding conductor is not available on existing poles, it shall be added to those poles where bonding of the messenger cable is required.

The physical location and protection of all below-ground fiber optic cable plant shall meet the applicable requirements of ANSI/EIA/TIA-590-1991. Where conflicts exist between the ANSI standard and this specification; the requirements of this specification shall govern.

All direct buried cable shall be installed at a depth of not less than 30 inches. All splices as they are made shall be checked prior to being buried.

The cable pulling stress shall be continuously monitored to preclude exceeding the rated maximum pulling stress, minimum bending radii and maximum side-wall pressure of the cable during installation.

All conduit openings at building entrances and pole stub ups shall be sealed to prevent air flow and rodent and insect access. Additional requirements regarding sealing compounds to be used and the sealing of penetrations in fire zone floors, walls or partitions are contained in Company Technical Specifications listed in Appendix 1. Plugs shall be installed in all spare conduit openings in manholes.

Within buildings cabling to voice and data outlets shall be installed in an organized bundled routing scheme. In office areas and other similar areas, the cables shall be concealed as much as practical above suspended ceilings and in walls. When installation of cabling above ceilings or inside walls is impractical because of environmental issues, cabling can be routed exposed in a surface raceway painted to match the adjacent walls. This installation must be approved by the Company CE. Conduits shall be required for the cables where they pass through fire zone walls and floors or where there is the possibility of physical or chemical damage to the cables. All outlets shall be flush mounted where practical. Appendix 2D contains a listing of buildings where wire mold is required when cables can not otherwise be concealed.

All conduit installed exposed, external to buildings shall be rigid galvanized steel or IMC.

When installing copper and fiber cable in the same manhole, the copper cable shall be installed first to prevent damage to the fiber cable.

5.13 Editing, Validating, And Information Transfer

Data entry validation at the field level prior to further entry of subsequent fields shall be provided. Error messages resulting from data validation and editing shall be in clear, descriptive, English language format and provide to the user instructive guidance for corrective action. The Contractor shall submit for DOE review, 90 days after award a list of the fields and the validation approach for each.

Editing criteria shall be table driven. Editing shall include comparative checking such as protection against duplication of cable pairs, telephone numbers, and service order numbers. The TMS shall be "self-correcting" in that it shall not allow non-logical input. If a user erroneously attempts to execute a non-logical database change, the TMS shall inform the user of the reason for not performing the change, via a textual explanation or acronym. For instance, if a user attempts to assign a duplicate station number, the TMS shall inform the user about the non-logical entry.

All fields, including comments, shall allow for editing only the contents to be changed, without re-keying or affecting the rest of the information.

5.13.1 Account/Work Order Validation

The TMS shall validate account/work order information as it is entered into the TMS through the service order system by a client application to an account/work order database server. The server application is currently under development at this time. The client application will be required to send the 8 digit account/work order, system identification requesting the verification (i.e., TMS) and will receive a flag indicating if the account/work order is valid. If the information is invalid the server will supply a text field to be displayed stating why it was invalid. The TMS shall not accept a service order with an invalid account/work order. Since the server is currently under development, interface specifications are subject to change.

APPENDIX TMS-1

GLOSSARY

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A014	See Block 16C	N/A	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties and P.L. 95-91

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Terry W. Caupeau Director - Telecom Program	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 11/21/95
16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED NOV 21 1995

The purpose of this modification is to definitize change orders 6, 11, 14.1, 29, 39, 40, 59, 79, 80, 95, and 96. Accordingly, the contract is modified as follows:

1. Change orders 6, 11, 14.1, 29, 39, 40, 59, 79, 80, 95, and 96 are definitized in the amount of ($112,205). The allocation of this amount is as follows: item 001A $44,968, item 003B $133,604, item 004A ($374,880), item 007 $79,720, item 007B $885, and item 007C $3,498.

2. Funding under B&R code (ORUO 820201 OR4491) in the amount of $133,604 is hereby transferred from item 001 to item 003B. This reduces the funding allocated to item 001 to $6,123,838 and increases the funding allocated to item 003B to $547,812. The total funds obligated on this contract does not change.

4. Increase item 001A by $44,968 from $655,960 to $700,928, increase item 003B by $133,604 from $414,208 to $547,812, decrease item 004A by ($374,880) from $1,874,160 to $1,499,280, increase item 007 by $79,720 from $3,126,783 to $3,206,503, increase item 007B by $885 from $225,947 to $226,832, and item 007C by $3,498 from $264,758 to $268,256. Attached are change pages to the contract reflecting these revisions.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 6, 11, 14.1, 29, 39, 40, 59, 79, 80, 95 and 96 "proposals for adjustment," with the exception of schedule impact associated with change orders 11, 14.1, 29, and 39, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment".

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER MONTH	TOTAL PRICE
001A	Console operator and load management dispatch services for the OORTS. (See Section 3.9 of the Supplemental Statement of Work for detailed description of the service required.)		$15,618	
	5 Number of operators for months 1 - 14. 4 operators and 1 load management dispatcher for months 15 - 42.		$15,618	
			$17,224	
			$17,224	
			$17,224	

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 19,970	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	13 MO	Early Delivery and Use of the Voice Mail System	$ 14,563	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.	120 Months	$137,535	
004A	Console operator services for the ORF-ICN. (See Appendix 10 of Y/EN-2351 for detailed description of the service required.) 4 Number of operators.	120 Months	$12,494	
004B	TMS Data Entry Operators. N/A Number of operators.	120 Months	$N/A	$N/A

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006O	Price for performing additional MCRS	20 EA	$TBD	$TBD
006P	Price for escorts	1,000 HRS	$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10 and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 3

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A015	See Block 16C	05-96OR21965.002	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties, P.L. 95-91 and Changes clause FAR 52.243-4 (AUG 1987)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Michael W. Hutson Vice President	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED: 12/27/95
16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED: 12/27/95

The purpose of this modification is to finalize the recovery plan settlement which was verbally agreed to on November 17, 1995. Accordingly, the contract is modified as follows:

1. In accordance with the Changes clause FAR 52.243-4 (AUG 1987), Change Order 107 (attached hereto) for utility pole modifications at the K-25, X-10 and Y-12 sites is hereby issued. Included with the change order is a memo which identifies an individual at each site with whom US West must coordinate all pole modification work. As agreed in negotiations, the firm-fixed-price for performing this work including the lease impact is $2,788,478. As a result of this change order, line items 003D and 003E SITE UTILITY POLE MODIFICATIONS are added to the contract. As a result of this change, page 13a is created and attached hereto.

2. Clause H.53 PRE-EXISTING CONDITIONS - UTILITY POLE MODIFICATIONS, as shown below, is incorporated into the contract. This change results in the creation of page number 94c to the contract. In addition, pages v and 64 are modified to reflect the addition of this new clause. Page 94c and revised pages v and 64 are attached hereto.

H.53 PRE-EXISTING CONDITIONS - UTILITY POLE MODIFICATIONS (DEC 1995)

The Government shall indemnify, protect, and hold the Contractor harmless from and against any and all civil liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements of any kind and nature whatsoever which may be incurred by, imposed on, or asserted against the Contractor in any way relating to or arising out of any act or failure to act on the part of any person, and relating to the utility pole modification which act or failure to act occurred before the Contractor assumed responsibility for performance of the utility pole modification.

The Government recognizes that some of the utility poles may not be in full compliance with the provisions of the National Electric Safety Code. However, this is a pre-existing condition for which the Contractor is not responsible.

New conditions created or caused by the Contractor and coming into being after the effective date of modification A015 are not considered "Pre-existing conditions." To the extent the acts or omissions of the Contractor acting after the effective date of modification A015 cause or add to any fine or penalty resulting from a pre-existing condition, (i.e., one in existence prior to the effective date of modification A015), the Contractor will be responsible in accordance with the terms and conditions applicable to the contract beginning with its effective date of May 2, 1994.

The provisions of this clause are subject to the Availability of Funds appropriated by Congress.

3. As complete consideration for change orders 50, 77, 87, 88, 92 and the Requests for Equitable Adjustment resulting from delays shown below which are also contained in the recovery plan dated October 19, 1995, the Government agrees to the extensions contained in the revised Section F.5 TIME OF DELIVERY, which is attached hereto. Each party to this modification recognizes and understands that it may incur additional costs resulting from the changes contained herein this modification and each shall be solely responsible for such incidental costs. These incidental costs include, but are not limited to, interest incurred by the Contractor on the early installation of the Octel Voice Messaging System and additional costs incurred by Government for extending existing T-1 service.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 50, 77, 87, 88, 92 "proposals for equitable adjustment" and the Requests for Equitable Adjustment shown below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for equitable adjustment" and the requests for equitable adjustment.

Requests for Equitable Adjustment Resulting From Delays

- Aggregation of K-25 Changes (delays)
- Aggregation of Changes Impacting Multiple Sites (delays)
- Outside Plant Construction Changes and MCR/SCR Design Changes at K-25 (delays)
- Aggregation of OSTI Changes (delays)
- Aggregation of FOB Changes (delays)
- Increased Scope of Safety and Health Plan and Added Work Plans Required by DOE and LMES requirements
- Outside Plant Delays due to Building Access Problems
- Changes at Y-12, K-25 and X-10 due to Pole Loading Issues (delays)
- Outside Plant and MCR/SCR Cable Design Changes at X-10 (delays)
- Outside Plant and MCR/SCR Cable Design Changes at Townsite (delays)
- Outside Plant and MCR/SCR Cable Design Changes at Y-12 (delays)
- Outside Plant and MCR/SCR Construction Changes at X-10 (delays)
- Change 5E9 Switch to 5E10 Switch (delays)
- Outside Plant and MCR/SCR Construction Changes at Townsite (delays)
- Outside Plant and MCR/SCR Construction Changes at Y-12 (delays)
- MCR/SCR Delays due to late approval of Design Review Packages (50%, 90%, CFC)
- Outside Plant Delays due to late approval of Design Review Packages (50%, 90%, CFC)
- Added Costs to Collect Circuit Data Information (delays)

H.44 RESERVED 87

H.45 FOCI DETERMINATIONS 89

H.46 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JAN 1992) 89

H.47 RCRA AND CERCLA RESPONSIBILITY (APR 1994) 94

H.48 GENERAL INDEMNIFICATION (APR 1994) 94

H.49 LEASE TERMINATION COSTS (FEB 1995) 94a

H.50 LEASE PAYMENT LIABILITY (FEB 1995) 94b

H.51 EARLY PURCHASE OF ITEMS 002 AND 003 (FEB 1995) 94b

H.52 PROPOSAL INCORPORATION (FEB 1995) 94b

H.53 PRE-EXISTING CONDITIONS - UTILITY POLE MODIFICATIONS (DEC 95) 94b

SECTION I - CONTRACT CLAUSES

I. 1 PREPRINTED CONTRACT CLAUSES FOR FIXED PRICE SUPPLY CONTRACTS (DOE SET 301 - SEPTEMBER 1993) AND FIXED PRICE SERVICE CONTRACTS (DOE SET 301S-FEBRUARY 1992) ... 97

I. 2 DEAR 952.212-72 UNIFORM REPORTING SYSTEM (OCT 1991) 97

I. 3 DEAR 952.204-2 SECURITY REQUIREMENTS (OCT 1987) 98

I. 4 DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR APR 1984) 99

I. 5 FAR 52.210-7 USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (APR 1984) 101

I. 6 FAR 52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984) 101

I. 7 FAR 52.220-4 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984) 102

SCHEDULE B

ITEM NO	QTY		UNIT PRICE	TOTAL PRICE
003D	1 LOT	Site Utility Pole Modifications - Purchase Price September 1996		
		K-25 Site	N/A	
		X-10 Site	N/A	
		Y-12 Site	N/A	
003E	120 MO	Site Utility Pole Modifications - Lease Price		
		K-25 Site	$ 7,134	
		X-10 Site	$ 3,486	
		Y-12 Site	$ 12,618	

F.5 TIME OF DELIVERY

The Government requires delivery to be made or service to begin according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM	ACTION	PERIOD
001	RIMD M/R Service of Existing System.	Beginning from contract award until cutover of the ORF-ICN.
002	TMS Acceptance Test Passed.	Beginning January 1997 and continuing for 120 months.
003	ORF-ICN Acceptance Test passed. (Reference Section 4.5.5 of Specification Y/EN-2351). NOTE: Contractor is responsible to complete construction in sufficient time to install all equipment and pass final acceptance August 1997. Operation and Maintenance shall begin at cutover of the system.	Beginning August 31, 1997 and continuing for 120 months.
004	Beginning at cutover of system and continuing, as required, through the term of the contract. (Reference Section 3.8 of Specification Y/EN-2351).	Beginning at ORF-ICN cutover and continuing for 120 months.
005	Beginning at cutover of system and continuing, as required, through the term of the contract.	As required as various conditions are encountered.
006	Additional Work (Reference Section 5, Specification Y/EN-2351)	As required as various conditions are encountered.
007	Acceptance of the Y-12 Site Structure, other structures and building improvements	June 1, 1996
Option I	Upgrade FOTS Transmission rate from OC-12 (622.08 mbps) to OC-48 (2488.21 mbps)	120 days after exercise of the option or with item 003 if option is exercised at least 4 months before acceptance.

REQUIRED DELIVERY SCHEDULE

ITEM	ACTION	PERIOD
Option VI	Additional Telephone Features	90 days after exercise of the option.
Option VII	Early Delivery of Inter-Site Fiber Triangle	September 26, 1995.

ACTION	REFERENCE	PERIOD
Specification Y/EN-2351		
System Design Report	4.4.1	July 13, 1995
Overall Project Plan and Schedule	4.4.2	September 13, 1995
Installation Plans and Installation Schedule	4.4.3.1 4.4.4.1	September 16, 1995
Test Plans and Test Schedules	4.4.3.2 4.4.4.2	December 19, 1995
Training Plans and Training Schedule	4.4.3.3 4.4.4.3	November 30, 1995
System Cutover Plan and System Cutover Schedule	4.4.3.4 4.4.4.4	June 1996
Operations and Maintenance Plan	4.4.3.5	December 15, 1995
Monthly Operations Report	3.8.8	Monthly after cutover
Performance Review Report	3.8.9	Quarterly after cutover
Logistics Support Plan	4.4.3.6	November 15, 1995
Monthly Project Management Reports	4.2	2 weeks prior to monthly meeting
EMI/RFI Test Procedures and Reports	3.3.6	4 weeks prior to installation checkout testing
Test Reports	4.4.5	Within 30 days of test completion

REPORTS REQUIRED - DELIVERY SCHEDULE

ACTION	REFERENCE	PERIOD
Final QA Program Plan	4.1	December 17, 1994
Technical	4.4.6	2 weeks prior to system acceptance test
Installed Drawings	4.4.7	2 weeks prior to system acceptance test
System Records	4.4.8	2 weeks prior to system acceptance test
Computer Hardware and Software Documentation	4.4.9	2 weeks prior to installation checkout testing
Disaster Recovery Plan	4.4.3.7	September 12, 1995
Weekly Report	5.1.2.4	Weekly
List of Activities Requiring Contractor's Other than those Designated with "Q" clearances	5.1.1.3	June 12, 1995
Design Document List	5.2.1.4.2	50% Design Review
Design Documents	5.2.1.4.2	50%, 90% of design completion and CFC
Material & Equipment List	5.2.1.4.2	50% design review
Manufacturer & Vendor Data	5.2.1.4.2	Prior to or with shipment of equipment
Shop Drawings	5.2.1.4.2	4 weeks prior to shipment of equipment
Samples	5.2.1.4.2	4 weeks before installation
Design Calculations	5.2.1.4.2	30% of design completion
Daily Report	5.1.2.4.1	Daily
Construction Project Requirements Summary	5.2.1.4.2	90% design review
Test and Inspection Reports	5.2.1.4.2	30 days after completion of testing
Field Change Requests	5.2.1.4.2	Upon occurrence

REPORTS REQUIRED - DELIVERY SCHEDULE

ACTION	REFERENCE	PERIOD
Welding Procedures and Qualification of Welders and Welding Inspectors	5.2.1.4.2 5.2.2.2.6	4 weeks prior to building erection
Safety Program	5.1.3.9	June 9, 1994
Hazard Communication Policy	5.1.3.8.3	June 9, 1994
Crane Inspection Certificates	5.1.3.16.1	2 weeks prior to use of cranes
Construction Schedule	5.2.1.6	September 13, 1995
Procurement Status Report	5.2.1.7	30 days after design CFC
List of Vehicles Requiring Access	5.3.13	1 week prior to need
Inspection Plan for Building High Strength Bolts	5.2.2.2.6	2 weeks prior to building erection
HVAC Systems Test Report	5.2.3.2.3	30 days after testing complete
Piping Welding Procedures and Welder Qualifications	5.2.5.1	4 weeks prior to starting work
Evidence of Sprinkler System Experience	5.2.5.3.7	2 weeks prior to installation
Sprinkler System Certificate of Inspection	5.2.5.3.7	30 days after test and inspection
Slump Test Reports	5.2.2.2.6	Within 24 hours of test
Compaction Test Reports	5.2.2.1.11	Within 24 hours of test
Facilities Equipment and Materials Data Submittals	5.2.2.3.15	2 weeks prior to construction
Noise Level Calculations	5.2.3.1.1	30% design review
Energy Conservation LCC Report	5.2.3.1.3	30% design review
HVAC System Test Plan and Equipment Calibration Certificates	5.2.3.1.7/ 5.2.3.2.3	30 days prior to test
Respiratory Protection	5.1.9.4	2 weeks prior to construction
As Built Drawings	5.2.1.3	2 weeks prior to cutover

REPORTS REQUIRED - DELIVERY SCHEDULE

ACTION	REFERENCE	PERIOD
Contaminated Work	5.1.5.3.5	2 weeks prior to construction
Asbestos Pre-construction Submittals License	5.1.4.3.1	4 weeks prior to construction
Asbestos Pre-Job Submittals		
Work Plan	5.1.4.3.2.1 5.1.4.11	30 days prior to construction
Rental Equipment Agreement	5.1.4.3.2.2	4 weeks prior to construction
Competent Person	5.1.4.3.2.3	2 weeks prior to construction
Emergency Personnel	5.1.4.3.2.4	2 weeks prior to construction
Trained Personnel	5.1.4.3.2.5	2 weeks prior to construction
Testing Laboratory	5.1.4.3.2.6	4 weeks prior to testing
Medical Examinations	5.1.4.3.2.7	2 weeks prior to construction
Asbestos Construction Submittals		
Deactivate Utilities	5.1.4.3.3.1	2 weeks prior to construction
Waste Disposal Request	5.1.4.3.3.2	48 hours in advance
Sampling Results	5.1.4.3.3.3	48 hours after taken
Chemical Exposure Monitoring	5.1.4.3.3.4	End of job
Checklists	5.1.4.3.3.5	Following work day
Air Monitoring Test Results	5.1.4.3.3.6	48 hours posting; 72 hours delivery
Entry/Exit Log	5.1.4.3.3.7	Upon final acceptance

REPORTS REQUIRED - DELIVERY SCHEDULE

ACTION	REFERENCE	PERIOD
Specification K/CSD/INF-8822		
List of Fields and Validation Approach	5.1.3	30 days prior to Software Development
Terminating Call Location Table	2.7.4	At installation test and thereafter
Documented Releases to TMS Software	3.5	As released
Software Change Control Procedure	3.5	30 days prior to VDTS System Acceptance Test
Final Project Management Plan	4.1.2	30 days prior to Software Development or 90 days prior to VDTS System Acceptance Test, whichever comes first
Escalation Procedure	4.1.4	December 17, 1994
Project Review Meeting Agenda	4.1.5	1 week before meeting
Project Review Meeting Minutes	4.1.5	1 week after meeting
Initial Project Review Meeting	4.1.6	45 days after contract award
Software Review Meeting Agenda	4.2.3	1 week before meeting
Software Review Meeting Minutes	4.2.3	1 week after meeting
Final Software Development Plan	4.2.4	30 days prior to Software Development
Test Agendas (installation and acceptance)	4.3.1	1 week before test
Test Results (installation and acceptance)	4.3.1	2 weeks after test
Test Plan for VDTS Impact	4.3.4	45 days prior to VDTS System Acceptance Test
Final Training Plan	4.4.5	30 days prior to test
Data Consistency Plan	4.5.1	May 11, 1995
Documentation (Hardware and Software)	4.6	Prior to installation

REPORTS REQUIRED - DELIVERY SCHEDULE

ACTION	REFERENCE	PERIOD
Documentation Updates (Hardware and Software)	4.6	As available after installation test

NOTE: The completion times indicated shall apply from the effective date of contract award. Completion time is in CALENDAR DAYS.

H.38 Applicable Federal Information Processing Standards (FIPS)

H.39 LOCAL 999.H03 Oversight of Contractor

H.40 Privacy or Security Safeguards (OCT. 90 FIRMR)

H.41 RESERVED

H.42 RESERVED

H.43 RESERVED

H.44 RESERVED

H.45 FOCI DETERMINATIONS

H.46 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JAN 1992)

H.47 RCRA AND CERCLA RESPONSIBILITY (APR 1994)

H.48 GENERAL INDEMNIFICATION (APR 1994)

H.49 LEASE TERMINATION COSTS (FEB 1995)

H.50 LEASE PAYMENT LIABILITY (FEB 1995)

H.51 EARLY PURCHASE OF ITEMS 002 AND 003 (FEB 1995)

H.52 PROPOSAL INCORPORATION (FEB 1995)

H.53 PRE-EXISTING CONDITIONS - UTILITY POLE MODIFICATIONS (DEC 1995)

H.52 PRE-EXISTING CONDITIONS - UTILITY POLE MODIFICATIONS (DEC 1995)

The Government shall indemnify, protect, and hold the Contractor harmless from and against any and all civil liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements of any kind and nature whatsoever which may be incurred by, imposed on, or asserted against the Contractor in any way relating to or arising out of any act or failure to act on the part of any person, and relating to the utility pole modification which act or failure to act occurred before the Contractor assumed responsibility for performance of the utility pole modification.

The Government recognizes that some of the utility poles may not be in full compliance with the provisions of the National Electric Safety Code. However, this is a pre-existing condition for which the Contractor is not responsible.

New conditions created or caused by the Contractor and coming into being after the effective date of modification A015 are not considered "Pre-existing conditions." To the extent the acts or omissions of the Contractor acting after the effective date of modification A015 cause or add to any fine or penalty resulting from a pre-existing condition, (i.e., one in existence prior to the effective date of modification A015), the Contractor will be responsible in accordance with the terms and conditions applicable to the contract beginning with its effective date of May 2, 1994.

The provisions of this clause are subject to the Availability of Funds appropriated by Congress.

STATEMENT OF WORK
K-25 Site Utility Pole Modifications

I. SCOPE: The Contractor shall furnish all material and labor to complete modifications to utility poles at the K-25 Site. A listing of the poles and required modifications are included in Attachment 1. The location of the poles are shown on drawings as listed in Attachment 2. These drawings are included for information purposes only and are not to be used for construction. Most of the work involves the bonding of existing communication cable messengers to the pole grounding conductor. Other work includes the relocation or removal of existing cables on the poles; testing for the adequacy of the existing pole grounding conductors and, where required, installing new pole grounding conductors; miscellaneous other modifications as described in Attachment 1.

II. REQUIREMENTS: All work on poles within the supply space shall be performed by qualified personnel trained in accordance with OSHA 1910.269 requirements. All work shall conform to the requirements of NFPA 70-1993, National Electrical Code, and ANSI C2-1993, National Electrical Safety Code.

Detailed requirements for pole bonding and grounding are included on the attached sketch, E1EORFICN-SK1. All ground electrode conductors shall be connected to ground rods by the thermic method such as CADWELD or an approved type compression connector (Thomas & Betts No. 52000 series). Before installation of compression connectors, clean contact surfaces and coat points of connection with electrically conductive bonding compound. New ground rods shall be driven to a minimum depth of 12 inches below grade. The completed pole ground installation shall be inspected and tested using a clamp-on ground resistance tester similar to Model 3710 as manufactured by AEMC Instruments or approved equal. Resistance to earth shall not exceed 15 ohms. If resistance is found to be higher than 15 ohms, drive additional ground rods (minimum spacing of 10 feet) and connect in multiple with rod under test until 15 ohms are obtained. Document the test results on a form similar to Attachment 3, "Electrical Test Report" form.

Excavation/Penetration permits will be required for all earth penetrations. The Company will furnish these permits to the Contractor.

III. DEACTIVATION OF EXISTING UTILITIES: Where required, the Company will remove and restore service to all active utilities including deenergizing and grounding power lines. The Contractor shall submit a written request to the Company five working days in advance of the desired shutdown of service facilities.

ATTACHMENT No. 1 - WORK LIST FOR K-25 POLES

****
****

COPPER CABLE ROUTE "1S" (9 Poles):

Pole No. 18622 (Dwg. A080) -- Bond Messengers (8) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 18625 (Dwg. A080) -- Bond Messengers (15) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 23113 (Dwg. A080) -- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 23116 (Dwg. A080) -- Bond Messengers (4) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 23437 (Dwg. A082) -- Bond Messengers (8) to existing pole ground and verify the adequacy of the existing pole ground. Raise the 480 VAC line on the pole in order to maintain the proper separation (40")from the new telephone lines to the power lines.

Pole No. 24301 (Dwg. A083) -- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 24307 (Dwg. A081) -- Verify that the Air Horn, once used for the Radiation Alarm System, isn't in service and can be removed.

Pole No. 24228 (Dwg. A081) -- Bond Messengers (7) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 24322 (Dwg. A081) -- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

****
****

COPPER CABLE ROUTE "1W" (48 Poles):

Pole No. 03607 (Dwg. A115) -- Extend pole ground wire and bond Messengers (11)to it.

Pole No. 08101 (Dwg. A115) -- Add pole ground wire and bond Messengers (6) to it.

Pole No. 08104 (Dwg. A115)-- Add pole ground wire and bond Messengers (5) to it.

Pole No. 08107 (Dwg. A115)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 08201 (Dwg. A115) -- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 08301 (Dwg. A109)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 08304 (Dwg. A109)--Bond Messengers (16) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 08401 (Dwg. A109) -- Bond Messengers (14) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 08604 (Dwg. A109)-- Add pole ground wire and bond Messengers (6) to it. Remove three abandoned lines.

Pole No. 08607 (Dwg. A109)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground. Remove three abandoned lines.

Pole No. 09358 (Dwg. A111)-- Bond Messengers (8) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 09428 (Dwg. A111) -- An electrical service drop (60 Amp) extends from this pole down through the communication lines to guard portal K-1420. Rebuild this service using conduit down pole, add pole ground and bond Messengers (9).

Pole No. 09463 (Dwg. A111)-- Bond Messengers (5) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 09503 (Dwg. A109)-- Bond Messengers (12) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 09505 (Dwg. A109)-- Bond Messengers (12) to existing pole ground and verify the adequacy of the existing pole ground. Bond multiple ground wires together at pole base.

Pole No. 09580 (Dwg. A111)-- Add pole ground wire and bond Messengers (7) to it.

Pole No. 10200 (Dwg. A112)-- Bond Messengers (8) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 10204 (Dwg. A112)-- Add pole ground wire and bond Messengers (7) to it.

Pole No. 10516 -(Dwg. A112)- Add pole ground wire and bond Messengers (12) to it.

Pole No. 10604 (Dwg. A112)-- Bond Messengers (8) to existing pole ground and verify the adequacy of the existing pole ground. Remove Power Disconnect Switch and service from pole (Not in Use).

Pole No. 10607 (Dwg. A112)-- Add pole ground wire and bond Messengers (6) to it. Remove Series Street Light's "Pot" (IO).

Pole No. 10610 (Dwg. A112)-- Add pole ground wire and bond Messengers (6) to it.

Pole No. 13107 (Dwg. A107)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground. Bond multiple ground wires together at pole base.

Pole No. 13204 (Dwg. A107)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground. Raise 1 ea. Triplex power cable.

Pole No. 13207 (Dwg. A107)-- Raise 1 ea. Triplex power cable.

Pole No. 13210 (Dwg. A107)-- Add pole ground wire and bond Messengers (6) to it.

Pole No. 13222 (Dwg. A107)-- Move relocate street light fixture (up approximately 40").

Pole No. 13225 (Dwg. A107)-- Move relocate street light fixture (up approximately 6'-0").

Pole No. 13231 (Dwg. A107)-- Move or relocate street light fixture. Extend existing ground wire and bond Messengers (9).

Pole No. 13240 (Dwg. A107)-- Bond Messenger (1) to existing pole ground and verify the adequacy of the existing pole ground. Remove two abandoned lines.

Pole No. 13319 (Dwg. A107)-- Bond Messengers (7) to existing pole ground and verify the adequacy of the existing pole ground. Remove two abandoned lines.

Pole No. 13404 (Dwg. A107)-- Add pole ground wire and bond Messengers (12) to it.

Pole No. 13410 (Dwg. A107)-- Add pole ground wire and bond Messengers (8) to it. Remove two power cables (Emergency power system)that extend down the pole in conduit and then underground to Building K-1095 (Paint Shop). If they can't be removed they will need to be relocated on pole.

Pole No. 13416 (Dwg. A107)-- Add pole ground wire and bond Messengers (8) to it. Remove duplex line from this pole to pole No. 13431.

Pole No. 13419 (Dwg. A107)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 13431 (Dwg. A107)-- Bond Messengers (12) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 13443 (Dwg. A107)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 13516 (Dwg. A107)-- Remove abandoned Power Disconnect Switch, Conduit, and Cable from pole.

Pole No. 13649 (Dwg. A107)-- Bond Messengers (4) to existing pole ground and verify the adequacy of the existing pole ground. Bond multiple ground wires together at pole base.

Pole No. 13661 (Dwg. A107)-- Bond Messengers (7) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 13664 (Dwg. A107)-- Bond Messengers (8) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 14113 (Dwg. A108)-- Add pole ground wire and bond Messengers (3) to it. Remove abandoned duplex line from this pole.

Pole No. 14137 (Dwg. A111)-- Bond Messengers (5) to existing pole ground and verify the adequacy of the existing pole ground. Bond multiple ground wires together at pole base. An anchor guy wire is abandoned on the pole.Add an anchor and connect this wire to it.

Pole No. 14140 (Dwg. A111)-- Bond Messengers (5) to existing pole ground and verify the adequacy of the existing pole ground.

Pole No. 14207 (Dwg. A107)-- Add pole ground wire and bond Messengers (4) to it.

Pole No. 14276 (Dwg. A111)-- Bond Messengers (5) to existing pole ground and verify the adequacy of the existing pole ground. Add two guy wires to pole. Hardware is on pole for top connection. Supply cable and anchor.

Pole No. 18334 (Dwg. A106)-- Add pole ground wire and bond Messengers (6) to it.

Pole No. 18337 (Dwg. A106)-- Bond Messengers (6) to existing pole ground and verify the adequacy of the existing pole ground.

****
****

COPPER CABLE ROUTE "1W1" (90 Poles)

Pole No. 4-25 (Dwg. A150) -- Bond Messengers (8)to existing ground wire and verify the adequacy of the existing pole ground.

Pole No. DON-1 (Dwg. A145)-- Remove street light.

Pole No. DON-4 (Dwg. A147)-- Bond Messengers (3) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. DON-5 (Dwg. A145)-- Remove street light.

Pole No. DON-6 (Dwg. A147)-- Bond Messengers (2) to existing ground wire and verify the adequacy of the existing pole ground. Raise street light.

Pole No. DON-7 (Dwg. A147)-- Bond Messengers (2) to existing ground wire and verify the adequacy of the existing pole ground. Raise street light.

Pole No. 1087 (Dwg. A146) -- Bond Messengers (5) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 01407 (Dwg. A131)-- Add pole ground wire and bond Messengers (11) to it. Remove abandoned communication cable from this pole to building.

Pole No. 01416 (Dwg. A131) -- Bond Messengers (4) to existing ground wire and verify the adequacy of the existing pole ground.

Pole No. 01510 (Dwg. A131) -- Add pole ground wire and bond Messengers (3) to it. Remove abandoned communication cable.

Pole No. 01513 (Dwg. A131)-- This pole is used for guying pole No. 01510. Remove 30 Amp electrical service from this pole and triplex feeding it.

Pole No. 01604 (Dwg. A131)-- Add pole ground wire and bond Messengers (3) to it. Remove abandoned communication cable.

Pole No. 02673 (Dwg. A129)-- Bond Messengers (6) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 02676 (Dwg. A129)-- Add pole ground wire and bond Messengers (8) to it.

Pole No. 02679 (Dwg. A129)-- Add pole ground wire and bond Messengers (10) to it.

Pole No. 06104 (Dwg. A134)-- Add pole ground wire and bond Messengers (3) to it.

Pole No. 06107 (Dwg. A134)-- Add pole ground wire and bond Messengers (8) to it.

Pole No. 06113 (Dwg. A131)-- Add pole ground wire and bond Messengers (4) to it. Remove abandoned communication cable.

Pole No. 06116 (Dwg. A131)-- Add pole ground wire and bond Messengers (3) to it. Remove abandoned communication cable.

Pole No. 06201 (Dwg. A134)-- Bond Messengers (4) to existing pole ground and verify the adequancy of the existing pole ground. Remove Duplex Power Cable from this pole to pole No. 06210 and to Portal 8. Raise Dupelx above Street light at this pole (feeds Bldg. 1310AZ).

Pole No. 06210 (Dwg. A134)-- Add pole ground wire and bond Messengers (6) to it. Add new messenger from this pole to pole No. 06201 and transfer communication lines (4) from an existing messenger which is a power hazard. Remove messenger after transfer. These lines feed guard portal No.8.

Pole No. 06213 (Dwg. A134)-- Bond Messengers (6) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 06216 (Dwg. A134)-- Bond Messengers (12) to existing pole ground and verify the adequancy of the existing pole ground. Raise triplex cable to above street light.

Pole No. 06219 (Dwg. A134)-- Bond Messengers (5) to existing pole ground and verify the adequancy of the existing pole ground. Raise triplex cable to above street light.

Pole No. 06228 (Dwg. A134)-- Add pole ground wire and bond Messengers (7) to it. Raise triplex cable to above street light.

Pole No. 06261 (Dwg. A131)-- Extend pole ground wire and bond Messengers (16) to it.

Pole No. 06273 (Dwg. A131)-- Add pole ground wire and bond Messengers (2) to it.

Pole No. 06276 (Dwg. A131)-- Add pole ground wire and bond Messenger (1) to it.

Pole No. 06279 (Dwg. A131)-- Bond Messenger (1) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 07128 (Dwg. A129)-- Bond Messengers (9) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 07131 (Dwg. A129)-- Add pole ground wire and bond Messengers (9) to it.

Pole No. 07249 (Dwg. A129)-- Add pole ground wire and bond Messengers (9) to it.

Pole No. 07334 (Dwg. A129)-- Add pole ground wire and bond Messengers (8) to it.

Pole No. 07337 (Dwg. A129)-- Add pole ground wire and bond Messengers (6) to it.

Pole No. 07437 (Dwg. A129)-- Extend pole ground wire and bond Messengers (4). Extend electrical service(60 Amp) conduit and weatherhead up 30".

Pole No. 07443 (Dwg. A129)-- Add pole ground wire and bond Messengers (14) to it.

Pole No. 07446 (Dwg. A129)-- Add pole ground wire and bond Messengers (6) to it.

Pole No. 07546 (Dwg. A129)-- Extend pole ground wire and bond Messengers (10).

Pole No. 07549 (Dwg. A129)-- Bond Messengers (9) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 07625 (Dwg. A128)-- Bond Messengers (8) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 6A107 (Dwg. A134)-- Remove abandoned telephone service cable from pole.

Pole No. 6A108 (Dwg. A134)-- Bond Messengers (7) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 6A109 (Dwg. A134)-- Remove abandoned telephone service cable from pole.

Pole No. 6A657 (Dwg. A135)-- Raise series street light 6'-0". Extend service up pole to light.

Pole No. 11A201 (Dwg. A138)-- Bond Messengers (2) to existing pole ground and verify the adequancy of the existing pole ground. Raise the Elect. Service triplex to minimum clearence (16") below the 13.8 KV line.

Pole No. 12128 (Dwg. A128)-- Add pole ground wire and bond Messengers (10) to it.

Pole No. 12131 (Dwg. A128)-- Bond Messengers (11) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 12225 (Dwg. A128)-- Add pole ground wire and bond Messengers (9) to it.

Pole No. 12322 (Dwg. A128)-- Bond Messengers (9) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 12325 (Dwg. A128)-- Bond Messengers (8) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 12431 (Dwg. A128)-- Add pole ground wire and bond Messengers (8) to it.

Pole No. 12573 (Dwg. A128)-- Add pole ground wire and bond Messengers (8) to it. Hp work permit and suitout will be required.

Pole No. 12576 (Dwg. A128)-- Add pole ground wire and bond Messengers (10) to it. Hp work permit and suitout will be required.

Pole No. 12579 (Dwg. A128)-- Add pole ground wire and bond Messengers (9) to it.

Pole No. 12673 (Dwg. A128)-- Bond Messengers (12) to existing pole ground and verify the adequancy of the existing pole ground. Hp work permit and suitout will be required.

Pole No. 12676 (Dwg. A128)-- Add pole ground wire and bond Messengers (4) to it.

Pole No. 16146 (Dwg. A127)-- Add pole ground wire and bond Messengers (8) to it.

Pole No. 16428 (Dwg. A127)-- Add pole ground wire and bond Messengers (4) to it. Relocate (up) duplex power cable.

Pole No. 16449 (Dwg. A127)-- Add pole ground wire and bond Messengers (4) to it.

Pole No. 16452 (Dwg. A127)-- Remove abandoned street light.

Pole No. 16464 (Dwg. A127)-- Remove abandoned electrical service (30 Amp) from pole.

Pole No. 17101 (Dwg. A127)-- Add pole ground wire and bond Messengers (8) to it.

Pole No. 17104 (Dwg. A127)-- Add pole ground wire and bond Messengers (13) to it. Remove duplex power cable from pole to Bus Stop shelder (Not in Use).

Pole No. 17110 (Dwg. A127)-- Add pole ground wire and bond Messengers (7) to it.

Pole No. 17113 (Dwg. A126)-- Add pole ground wire and bond Messengers (11) to it.

Pole No. 17149 (Dwg. A126)-- Bond Messengers (6) to existing pole ground and verify the adequancy of the existing pole ground. Remove shrubbery and vines from base of pole.

Pole No. 17213 (Dwg. A126)-- Add pole ground wire and bond Messengers (2) to it.

Pole No. 17216 (Dwg. A126)-- Bond Messengers (5) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 17222 (Dwg. A126)-- Add pole ground wire and bond Messengers (3) to it.

Pole No. 17228 (Dwg. A126)-- Bond Messengers (7) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 17301 (Dwg. A126)-- Bond Messengers (2) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 17304 (Dwg. A126)-- Bond Messengers (5) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 17404 (Dwg. A127)-- Trim trees and brush from around communication lines.

Pole No. 17413 (Dwg. A127)-- Add pole ground wire and bond Messengers (12) to it. Trim trees and brush from around communication lines.

Pole No. 17431 (Dwg. A126)-- Add pole ground wire and bond Messengers (8) to it. Trim trees and brush from around communication lines.

Pole No. 17440 (Dwg. A126)-- Bond Messengers (8) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 17467 (Dwg. A126)-- Add pole ground wire and bond Messengers (2) to it.

Pole No. 17470 (Dwg. A126)-- Add pole ground wire and bond Messengers (2) to it.

Pole No. 17473 (Dwg. A126)-- Bond Messengers (3) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 18433 (Dwg. A125)-- Bond Messengers (7) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 18447 (Dwg. A125)-- Bond Messengers (6) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 18451 (Dwg. A125)-- Bond Messengers (5) to existing pole ground and verify the adequancy of the existing pole ground. Remove the emergency power feed lines (2) abandoned on this pole.

Pole No. 18528 (Dwg. A125)-- Bond Messengers (12) to existing pole ground and verify the adequancy of the existing pole ground. Fold back the end of an abandoned telecom cable which protudes out from pole, thus creating a safety hazard.

Pole No. 18637 (Dwg. A125)-- Add pole ground wire and bond Messengers (16) to it. "Re-lash" cables to messenger from this pole to pole No. 18646.

Pole No. 18643 (Dwg. A125)-- Bond Messengers (13) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 18646 (Dwg. A125)-- Bond Messengers (10) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 19601 (Dwg. A124)-- Bond Messengers (10) to existing pole ground and verify the adequancy of the existing pole ground.

Pole No. 19604 (Dwg. A124)-- Bond Messengers (10) to existing pole ground and verify the adequancy of the existing pole ground. Bond multiple ground wire together at pole base.

Pole No. 22301 (Dwg. A139)-- Lower six (6) communication cables so that top cable is a minimum of 40" below power crossarm.

Pole No. 22604 (Dwg. A139)-- Bond Messengers (7) to existing ground wire and verify the adequacy of the existing pole ground. Remove service drop triplex from side of pole and replace it with conduit, weatherhead, and cable.

ATTACHMENT No. 2 - DRAWING LIST FOR POLE LOCATIONS

****
****

COPPER CABLE ROUTE "1S" (4 Drawings):

E1E-702500-A080
E1E-702500-A081
E1E-702500-A082
E1E-702500-A083

****
****

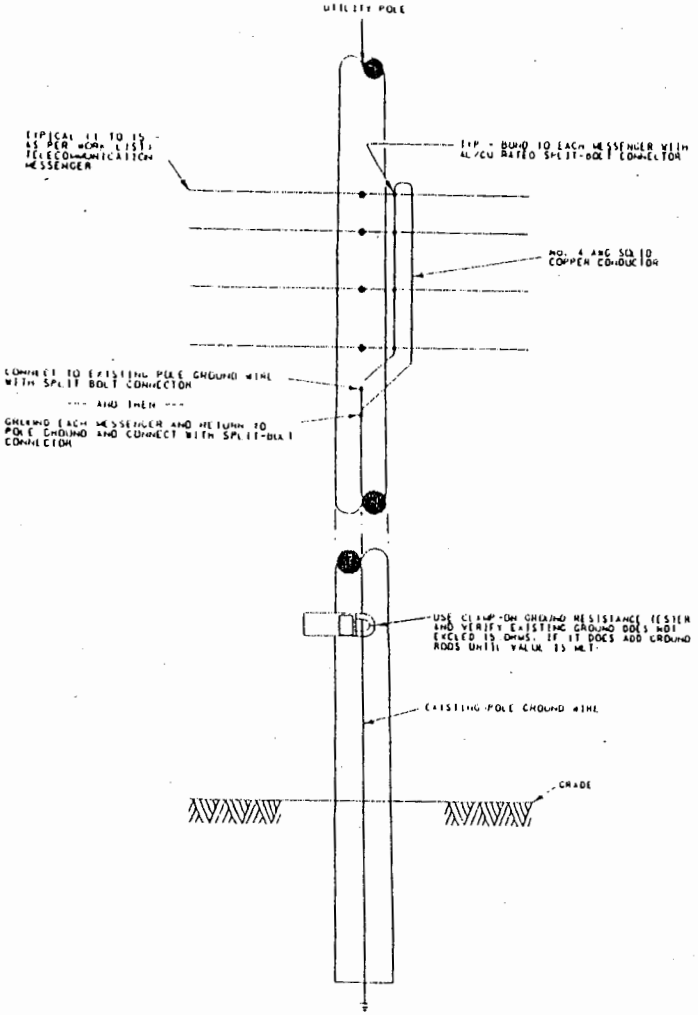
COPPER CABLE ROUTE "1W" (7 Drawings):

E1E-702500-A106
E1E-702500-A107
E1E-702500-A108
E1E-702500-A109
E1E-702500-A111
E1E-702500-A112
E1E-702500-A115

****
****

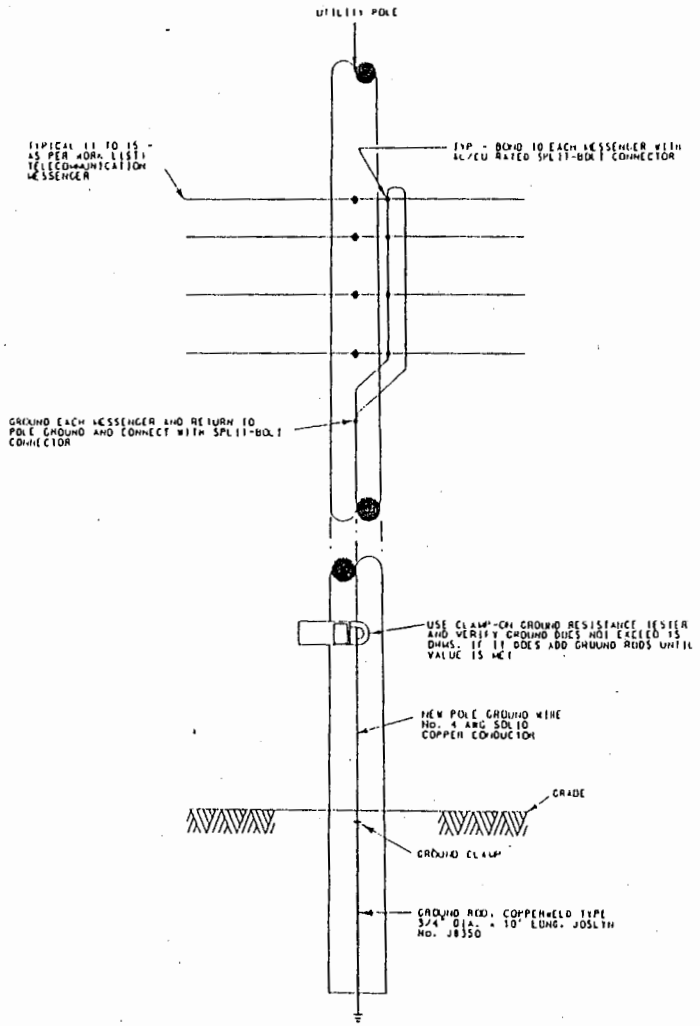
COPPER CABLE ROUTE "1W1" (14 Drawings):

E1E-702500-A124
E1E-702500-A125
E1E-702500-A126
E1E-702500-A127
E1E-702500-A128
E1E-702500-A129
E1E-702500-A131
E1E-702500-A134
E1E-702500-A138
E1E-702500-A139
E1E-702500-A145
E1E-702500-A146
E1E-702500-A147
E1E-702500-A150



DETAIL No. 1 - BONDING OF MESSENGERS TO EXISTING POLE GROUND

NOT TO SCALE



DETAIL No. 1 - BONDING OF MESSENGERS TO NEW POLE GROUND

NOT TO SCALE

Document Rev. No.: ___ Date: ___
EG-C-37 Review By: ___
Guideline Document: ___
UCN-1906 (12306 4-93)

SECTION AND DETAIL KEY

THIS DOCUMENT CONTROLLED BY
CHANGE CONTROL SYSTEM
ENGINEERING PROCEDURE

ORF-ICN PROJECT
K-25 COPPER CABLE ROUTES
UTILITY POLE MODS
BONDING AND GROUNDING

ATTACHMENT 3

ELECTRICAL TEST REPORT

THIS TEST REPORT IS TO BE USED FOR POWER CABLE, GROUND GRIDS, ETC., AND ELECTRICAL EQUIPMENT, SUCH AS TRANSFORMERS, SWITCHGEAR, AND MOTOR CONTROL CENTERS.

JOB TITLE _____ TEST REPORT NO. _____

W. O. _____ BLDG. _____ PLANT _____ DATE _____

WEATHER CONDITIONS _____ SOIL CONDITIONS _____

EQUIPMENT, DESCRIPTION, LOCATION, AND NAMEPLATE DATA _____

_____

_____

SPECIFIC TYPE OF TEST _____

SECTION OF SPECIFICATION DEFINING TEST _____ PAGE _____

ACCEPTABLE VALUE: MIN. _____ MAX. _____

_____

_____

_____

_____

TEST INSTRUMENT _____

MODEL NO. _____ CALIBRATION DATE _____

TEST PERFORMED BY _____ COMPANY _____

TEST SUPERVISED BY _____ COMPANY _____

TEST WITNESSED BY _____ COMPANY _____

CONSTRUCTION ENGINEER/CONTRACTING OFFICER _____ *

_____

* SIGNATURE OF CONSTRUCTION ENGINEER OR CONTRACTING OFFICER VERIFIES THAT TEST RESULTS MEET OR EXCEED REQUIREMENTS OF SPECIFICATION.

STATEMENT OF WORK
ORNL Utility Pole Modifications

I. SCOPE: The Contractor shall furnish all material and labor to complete modifications to utility poles at the ORNL. A listing of the poles and required modifications are included in Attachment 1. The location of the poles are shown on drawings as listed in Attachment 2. These drawings are included for information purposes only and are not to be used for construction. Most of the work involves the bonding of existing communication cable messengers to the pole grounding conductor. Other work includes the relocation or removal of existing cables on the poles; testing for the adequacy of the existing pole grounding conductors and, where required, installing new pole grounding conductors; miscellaneous other modifications as described in Attachment 1.

II. REQUIREMENTS: All work on poles within the supply space shall be performed by qualified personnel trained in accordance with OSHA 1910.269 requirements. All work shall conform to the requirements of NFPA 70-1993, National Electrical Code, and ANSI C2-1993, National Electrical Safety Code.

Detailed requirements for pole bonding and grounding are included on the attached sketch, E3EORFICN-SK1. All ground electrode conductors shall be connected to ground rods by the thermic method such as CADWELD or an approved type compression connector (Thomas & Betts No. 52000 series). Before installation of compression connectors, clean contact surfaces and coat points of connection with electrically conductive bonding compound. New ground rods shall be driven to a minimum depth of 12 inches below grade. The completed pole ground installation shall be inspected and tested using a clamp-on ground resistance tester similar to Model 3710 as manufactured by AEMC Instruments or approved equal. Resistance to earth shall not exceed 15 ohms. If resistance is found to be higher than 15 ohms, drive additional ground rods (minimum spacing of 10 feet) and connect in multiple with rod under test until 15 ohms are obtained. Document the test results on a form similar to Attachment 3, "Electrical Test Report" form.

Excavation/Penetration permits will be required for all earth penetrations. The Company will furnish these permits to the Contractor.

III. DEACTIVATION OF EXISTING UTILITIES: Where required, the Company will remove and restore service to all active utilities including deenergizing and grounding power lines. The Contractor shall submit a written request to the Company five working days in advance of the desired shutdown of service facilities.

ORNL Utility Pole Walkdown Results

Route	Pole Number	Drawing	Problem	Remarks
X1E	27-9	209	Bond messengers (8) to existing pole ground.	
X1E	B11	209	Bond messengers (2) to existing pole ground.	
X1E	P27-9	208	Bond messenger (1) to existing pole ground.	
X1W	7 (X1W)	223	Bond messengers (11) to existing pole ground.	Difficult to determine if messengers are bonded.
X1W1	1	229	Repair pole ground and bond messengers (10) to pole ground. Attach communications cable currently laying on bolt to pole.	Difficult to verify messenger bonding.
X1W1	10	229	Bond messengers (12) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	10-1-S1	229	Bond messengers (10) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	10-F1	229	Bond messengers (4) to existing pole ground.	Difficult to verify messenger bonding. No picture
X1W1	10-F5	229	Bond messengers (5) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	10/S1	229	Bond messengers (3) to existing pole ground.	
X1W1	10/S2	229	Bond messengers (12) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	11/10-2	229	Bond messengers (8) to existing pole ground. Relocate low voltage power cable.	Difficult to verify messenger bonding.

Note: Verify adequacy of each existing pole ground

Route	Pole Number	Drawing	Problem	Remarks
X1W1	15	229	Bond messengers (12) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	15 West	230	Bond messengers (4) to existing pole ground	Pole does not appear to be accessible with a bucket truck. No picture.
X1W1	16	229	Bond messengers (9) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	16-F9	230	Bond messengers (4) to existing pole ground.	
X1W1	17	229	Bond messengers (6) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	18-1/2	229	Bond messengers (2) to existing pole ground and replace down guys (2)	
X1W1	19	229	Bond messengers (2) to existing pole ground. Low voltage power cable needs to be raised between poles 18-1/2 and 19 - currently rests on what appears to be fire alarm cable(s).	
X1W1	2	229	Bond messengers (6) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	20	229	Bond messengers (4) to existing pole ground. Raise low voltage power cable between poles 19 and 20 to obtain necessary clearance.	No picture
X1W1	3	229	Bond messengers (2) to existing pole ground.	
X1W1	3 South	229	Install pole ground. Bond messengers (6) to pole ground.	No picture.
X1W1	6/S7	229	Bond messengers (4) to existing pole ground.	
X1W1	68	229	Bond messengers (7) to existing pole ground.	
X1W1	7	229	Repair damaged pole ground. Bond messenger (4) to existing pole ground.	Difficult to verify messenger bonding.

Note: Verify adequacy of each existing pole ground

Route	Pole Number	Drawing	Problem	Remarks
X1W1	77	229	Bond messengers (3) to existing pole ground. Raise street light power cable between poles 77 and 7 to allow adequate clearance.	Difficult to verify messenger bonding.
X1W1	8	229	Bond messengers (3) to existing pole ground,	
X1W1	B3	229	Bond messengers (3) to existing pole ground.	
X1W1	B60	229	Bond messengers (3) to existing pole ground.	No picture
X1W1	B8	229	Install pole ground. Bond messengers (4) to new pole ground.	No picture
X1W1	DK-10	229	Bond messenger (1) to existing pole ground.	
X1W1	DK-11	229	Raise street light power cable between poles DK-11 and DK-3. Raise existing lowest 2 SSB phone cables to allow adequate clearance for new cable.	
X1W1	DK-2	229	Bond messengers (3) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	DK-3	229	Bond messengers (3) to existing pole ground.	Difficult to verify messenger bonding.
X1W1	DK-5	229	Bond messenger (1) to existing pole ground.	
X1W1	DK-7	229	Check integrity of existing pole ground.	
X1W1	DK-8	229	Bond messengers (10) to existing pole ground. Communications cable lays on bolt - attach to pole.	Difficult to verify messenger bonding.
X1W1	DK-9	229	Bond existing messenger (1) to existing pole ground,	Pole is not bucket truck accessible.

Note: Verify adequacy of each existing pole ground

Route	Pole Number	Drawing	Problem	Remarks
X1W1	East of DK-9	229	Bond messengers (4) to existing pole ground.	Pole is not bucket truck accessible. Difficult to access messenger bonding. No picture
X1W1	East of L1	229	Bond messenger (1) to existing pole ground.	No picture.
X1W1	L1	229	Bond messengers (2) to existing pole ground.	
X1W1	P17	229	Bond messengers (2) to existing pole ground. Lowest low voltage power cable needs to be raised between poles P17 and 18B5 to allow adequate clearance.	
X1W1	P7	229	Install pole ground. Bond existing messengers (4).	No picture.
X1W1	South of 3 south	229	Bond messengers (6) to existing pole ground.	No picture.
X1W1	West of 16-F9	230	Bond messengers (2) to existing pole ground.	Pole does not appear to be accessible with a bucket truck.
X1W1	West of DK-8	229	Bond messengers (12) to existing pole ground. Raise low voltage power cable - currently touches communications cable.	Difficult to verify messenger bonding. No picture.
X1W2	18	248	Bond messenger (1) to existing pole ground	
X1W2	2 East of 7/22	248	Bond messengers (2) to existing pole ground.	No picture.
X1W2	Poles East of 7/32/	248	Bond messengers (2) to existing pole ground.	No picture.
X1W2	32-S2	248	Bond messengers (2) to existing pole ground.	
X1W2	7-B1	248	Bond messengers (2) to existing pole ground.	Attach new phone cable above 3rd cable. No picture.

Note: Verify adequacy of each existing pole ground

Route	Pole Number	Drawing	Problem	Remarks
X1W2	7-B2	248	Bond messenger (1) to existing pole ground.	
X1W2	7/22	248	Bond messengers (9) to existing pole ground. Raise low voltage power cable for street light.	Difficult to verify messenger bonding.
X1W2	7/32/S1	248	Bond messengers (4) to existing pole ground.	No picture.
X1W2	7/S13	248	Bond messenger (1) to existing pole ground. Down guy needs to be re-installed.	
X1W2	B1	248	Bond messenger (1) to existing pole ground.	No picture.
X1W2	B2	248	Bond messengers (4) to existing pole ground.	No picture.
X1W2	DK-1	248	Bond messengers (2) to existing pole ground.	Difficult to determine if messengers are bonded.
X1W2	DK-6	248	Bond messengers (11) to existing pole ground.	Difficult to determine if messengers are bonded.
X1W2	East of 7/22	248	Bond messengers (2) to existing pole ground.	No picture.
X1W2	P5	248	Bond messenger (1) to existing pole ground.	No picture.
X1W2	South of B1	248	Install pole ground. Bond messengers (4) to pole ground.	No picture.
X1W2	West of 32-S2	248	Bond messengers (2) to existing pole ground.	No picture.
X1W2	West of P5	248	Bond messengers (5) to existing pole ground.	Difficult to determine if messengers are bonded. No picture.
X1W3	32	274	Raise light and power cable to light on pole.	No picture.

Note: Verify adequacy of each existing pole ground

Route	Pole Number	Drawing	Problem	Remarks
X1W3	C3 and C4	272	Raise SSB cable and 2 other communications cables between poles C3 and C4 to allow clearance over the road for new cable.	No picture.
X1W4	10 (X1W4)	239	Bond messengers (10) to existing pole ground. Raise 2 power cables.	
X1W4	11 North	239	Bond messengers (3) to existing pole ground.	Difficult to determine if messengers are bonded.
X1W4	11 South	239	Bond messengers (2) to existing pole ground.	No picture.
X1W4	12	239	Bond messengers (6) to existing pole ground.	No picture.
X1W4	12 (X1W4)	242	Attach coax to new pole. Bond messengers (5) to existing pole ground.	No picture.
X1W4	14	239	Bond messengers (7) to existing pole ground.	
X1W4	15 (X1W4)	239	Bond messengers (14) to existing pole ground.	Difficult to determine if messengers are bonded.
X1W4	16 (X1W4)	239	Bond messengers (2) to existing pole ground.	No picture.
X1W4	4	239	Check integrity of existing pole ground. Bond messengers (8) to existing pole ground.	
X1W4	5	239	Install pole ground. Bond messengers (8). Raise light.	
X1W4	6	239	Bond messengers (6) to existing pole ground.	No picture.
X1W4	7 (X1W4)	239	Bond messenger (1) to existing pole ground.	No picture.
X1W4	7-3/4	242	Bond messengers (3) to existing pole ground.	

Note: Verify adequacy of each existing pole ground

Route	Pole Number	Drawing	Problem	Remarks
X1W4	8 (X1W4)	239	Install pole ground. Bond messenger to pole ground.	No picture.
X1W4	A2	242	Raise low voltage light power cable.	No picture.
X1W4	DK-2 (X1W4)	239	Bond messengers (12) to existing pole ground.	Difficult to determine if messengers are bonded.
X1W4	North of DK-2	239	Bond messengers (3) to existing pole ground. Raise what looks like low voltage street light power to obtain necessary clearance.	No picture.
X1W4	South of 3	242	Bond messenger to existing pole ground.	No picture.
X1W4	West of 16 (X1W4)	239	Bond messengers (2) to existing pole ground.	No picture.
X1W4	West of 7-3/4	242	Bond messengers (3) to existing pole ground.	Not accessible from bucket truck. No picture.

Note: Verify adequacy of each existing pole ground

Attachment 2

Drawing List for Pole Locations at ORNL

Copper Cable Route "X1E":

E3E020003D208
E3E020003D209

Copper Cable Route "X1W":

E3E020003D223

Copper Cable Route "X1W1":

E3E020003D229
E3E020003D230

Copper Cable Route "X1W2":

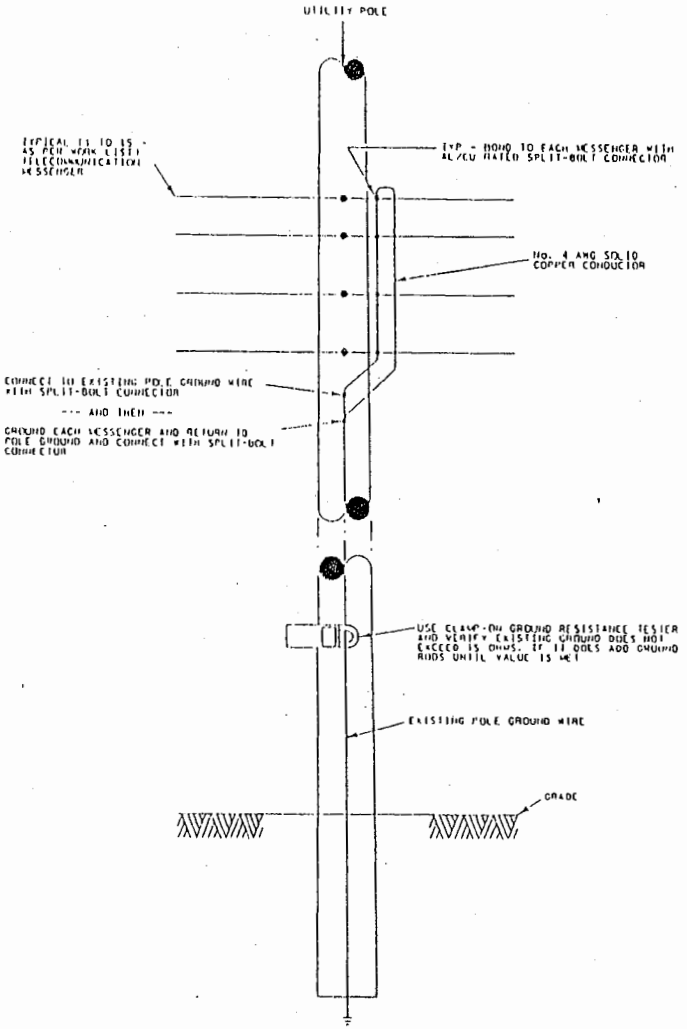
E3E020003D248

Copper Cable Route "X1W3":

E3E020003D272
E3E020003D274

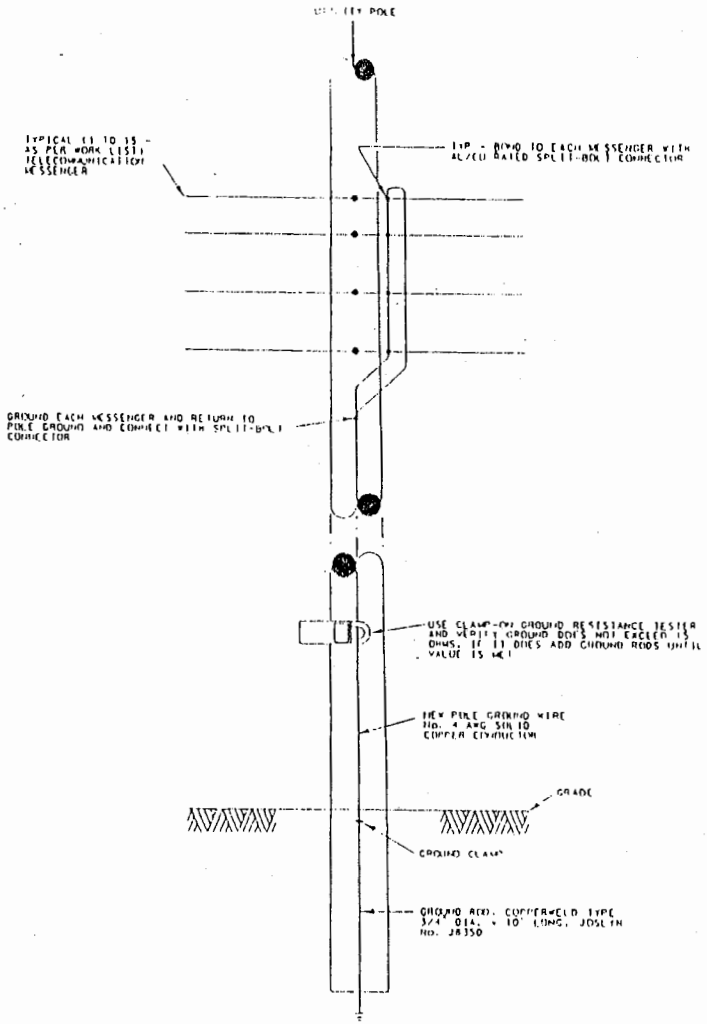
Copper Cable Route "X1W4":

E3E020003D239
E3E020003D242



DETAIL No. 1 - BONDING OF MESSENGERS TO EXISTING POLE GROUND

NOT TO SCALE



DETAIL No. 1 - BONDING OF MESSENGERS TO NEW POLE GROUND

NOT TO SCALE

Document Rev. No. ___ Date ___
EG-C-37 Review By ___
Guideline Documents ___
UCN-19506 (12356 4-93)

SECTION AND DETAIL KEY

THIS DOCUMENT CONTROLLED BY
CHANGE CONTROL SYSTEM
ENGINEERING PROCEDURE

ORF-ICN PROJECT
ORNL COPPER CABLE ROUTES
UTILITY POLE MODS
BONDING AND GROUNDING

3 E P K X-10 AAREA 1 1 1 1 S U
NC NA IN 3E ORF ICN-SK1 D

ATTACHMENT 3

ELECTRICAL TEST REPORT

THIS TEST REPORT IS TO BE USED FOR POWER CABLE, GROUND GRIDS, ETC., AND ELECTRICAL EQUIPMENT, SUCH AS TRANSFORMERS, SWITCHGEAR, AND MOTOR CONTROL CENTERS.

JOB TITLE _____ TEST REPORT NO. _____

W. O. _____ BLDG. _____ PLANT _____ DATE _____

WEATHER CONDITIONS _____ SOIL CONDITIONS _____

EQUIPMENT, DESCRIPTION, LOCATION, AND NAMEPLATE DATA _____

_____

_____

SPECIFIC TYPE OF TEST _____

SECTION OF SPECIFICATION DEFINING TEST _____ PAGE _____

ACCEPTABLE VALUE: MIN. _____ MAX. _____

_____

_____

_____

_____

TEST INSTRUMENT _____

MODEL NO. _____ CALIBRATION DATE _____

TEST PERFORMED BY _____ COMPANY _____

TEST SUPERVISED BY _____ COMPANY _____

TEST WITNESSED BY _____ COMPANY _____

CONSTRUCTION ENGINEER/CONTRACTING OFFICER _____ *

_____

* SIGNATURE OF CONSTRUCTION ENGINEER OR CONTRACTING OFFICER VERIFIES THAT TEST RESULTS MEET OR EXCEED REQUIREMENTS OF SPECIFICATION.

STATEMENT OF WORK

Y-12 Site Utility Pole Modifications

I. SCOPE: The Contractor shall furnish all material and labor to complete modification to utility poles at the Y-12 Site. A listing of the poles and required modifications are included in Attachment 1. The location of the poles are shown on drawings as listed in Attachment 2. These drawings are included for information purposes only and are not to be used for construction. Most of the work involves the bonding of existing communication cable messengers to the pole grounding conductor. Other work includes the relocation or removal of existing cables on the poles; testing for the adequacy of the existing pole grounding conductors and, where required, installing new pole grounding conductors: miscellaneous other modifications as described in Attachment 1.

II. REQUIREMENTS: All work on poles within the supply space shall be performed by qualified personnel trained in accordance with OSHA 1910.269 requirements. All work shall conform to the requirements of NFPA 70-1993, National Electrical Code, and ANSI C2-1993, National Electrical Safety Code.

Detailed requirements for pole bonding and grounding are included on the attached sketch, E1EORFICN-SK1. All ground electrode conductors shall be connected to ground rods by the thermic method such as CADWELD or an approved type compression connector (Thomas & Betts No. 52000 series). Before installation of compression connectors, clean contact surfaces and coat points of connection with electrically conductive bonding compound. New ground rods shall be driven to a minimum depth of 12 inches below grade. The completed pole ground installation shall be inspected and tested using a clamp-on ground resistance tester similar to Model 3710 as manufactured by AEMC Instruments or approved equal. Resistance to earth shall not exceed 15 ohms. If resistance is found to be higher that 15 ohms, drive additional ground rods (minimum spacing of 10 feet) and connect in multiple with rod under test until 15 ohms is obtained. Document the test results on a form similar to Attachment 3, "Electrical Test Report" form.

Evacuation/Penetration permits will be required for all earth penetrations. The Company will furnish these permits to the Contractor.

III. DEACTIVATION OF EXISTING UTILITIES: Where required, the Company will remove and restor service to all active utilities including deenergizing and grounding power lines. The Contractor shall submit a written request to the Company five working days in advance of the desired shutdown of service facilities.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A057	949	5 ea		
	950	3 ea		
A057	953	6 ea	Note 2	
A057	955	9 ea		
AO57	956		Note 2	
A057	957	4 ea		
A057	932	1 ea		
A057	933	1 ea		
	938	6 ea		
A057	995		Note 2	
A058	947	9 ea		
A055	677	1 ea		
A056	985	15 ea		
	1012		Note 2	
	1013	4 ea	Note 2	
A057	940	2 ea		
A057	943	8 ea		
A057	684	3 ea		
	685		Note 2	
A058	977	9 ea		
A058	1018	2 es		
A058	1021	5 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A058	989	9 ea		
A058	981			Remove Duplex cable
A058	987	11 ea		
A058	232 K2789	11 ea		
	L285			Move power weatherhead up 40"
	K2829		Note 3	Reattach ground wire to rod at base of pole
A059	394	5 ea		
	399	3 ea	Note 2	
A059	537	3 ea		
A059	397	9 EA	Note 2	
A059	398	5 EA		
A059	400	6 EA		
A059	410	2 EA		
A059	417	4 ea	Note 2	
A059	444	8 ea		
A059	425	2 ea		
A059	439			
A059	443	4 ea		
	446		Note 2	
A059	416	8 ea		
A060	727	8 EA		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A060	872	6 ea		
A061	359			Raise 2 power weatherheads
A061	358		Note 2	
A061	351	12 ea		
A061	376	4 ea		
A061	381			Raise pwr cable to top of pole
A061	384			Raise power cable
A064	1177			Remove weatherhead and service drop from pole
A064	1185	7 ea		Relocate security cable to a new extension arm
A064	1152	12 ea		
A064	K294 K2797	14 ea	Note 4	
A066	855	5 ea		
A066	852	10 ea		
A066	851	3 ea		
A066	848	6 ea	Note 2	
A066	847	3 ea		
A066	875	9 ea	Note 2	
A066	878	10 ea		
A066	879	10 ea		
A066	882	9 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
	883		Note 2	
A066	889	5 ea		
A066	888	3 ea		
A066	K285	2 ea		
A068	868	4 ea		
	862	2 ea	Note 2	
A068	867	2 ea		
A068	866	9 ea	Note 2	
A068	863	10 ea		
A068	861	7 ea		
A068	870	6 ea		
A068	871	6 ea		
	879	10 ea		
A072	1217	11 ea		
A072	1220	11 ea		
A072	1224			
A072	1225	10 ea		
	1300	11 ea		
	1310	4 ea		
A072	K1498	14 ea		
A072	1252			Raise two weatherheads to bottom of 3-spool rack (approx. 2 ft)

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A079	1117	5 ea		
A079	1120	4 ea		
A079	K1133	6 ea		
A079	G1135	8 ea	Note 2	Attach exist 7 cables to pole.
A079	1136	6 ea	Note 4	
A079	1137	10 ea		
A079	1138	19 ea		
A079	K1166	20 ea		
A079	1168		Note 2	Remove triplex cable from pole 1168 to pole K1166.
A079	1170	10 ea		
A079	1123	24 ea		
A079	K1254	12 ea		
A079	1256	11 ea		
A079	K1257	10 ea		
A079	K1273	2 ea		
A080	1258	15 ea		
Aa079	1148			Raise triplex cable (emer pwr) to just below 3-spool rack
A079	1149			Raise 2 triplex cables to top of pole
A079	1150	6 ea		
A079	1131	12 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A079	B122 K2791	11 ea		
A079	B135 K2792			
A079	B1143	10 ea		
A079	1132	11 ea		
	K2119	14 ea	Note 2	
	F2222			Raise service drop to trailer 3'6" min.
	L2174			
	B2177			
	K2180	7 ea		Raise service drop to trailer POA 26'4"
	K2183	10 ea		
	K2184			Raise power quad cable 3' min.
	K2185			Raise quad power cable 2'6" min
	L2188			
A080	K445 K2190	5		
	P2191			
	K2029	7 ea		
A082	K126 K2030	6 ea		
A082	K1836	5 ea		
A082	K1837	2 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A082	K1838	2 ea		
A082	K1839	2 ea		
A082	K1840	5 ea		
A082	K1841	2 ea		
A082	K1842	1 ea		
A082	K1844			
	B1565		Note 2	
A083	A1570	1 ea		
A083	K1512	30 ea		
A083	K1578	16 ea		
A083	K1514	17 ea		
A083	K1521	15 ea		
	K1522	1 ea		
A083	K1579	1 ea		
A083	K1580	9 ea		
A083	K1582	14 ea		Remove two abandoned power lines, 8 cond. total
A083	K1584	6 ea		
A083	K1585	17 ea		
A083	K1586	6 ea		
A083	K1587	15 ea		
A083	1589	8 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
	B1688			
	B1689		Note 2	Remove 1 cable. Raise pwr cable 48" up to POA 20'8"
A083	F1687	9 ea		
A083	K375	10 ea		
A083	1593	7 ea		
A083	K1594	14 ea		
A083	K1595	14 ea		
A083	K1596	14 ea		
	K1597	2 ea		
A083	K1598	2 ea		Remove weatherhead, conduit, and spare disc sw.
A083	K1556	7 ea		
A083	K162 M1977	11 ea		
A083	K161 M1979	7 ea		
A083	UP31 M1980	6 ea		
A083	L148 L1995	4 ea		
A083	UP153 K1990	3 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A083	UP NW corner of Bldg 9999			
	S1632		Note 2	
A083	K1636	5 ea		
A083	B1530	5 ea		
A083	B1525	11 ea		
A083	B1524	16 es		
A083	K1631	11 ea	Note 2	
A083	G1627	1 ea	Note 2	
A083	K1614	14 ea		
	L1617		Note 2	
A083	K1618	10 ea		
	K1623	12 ea		
	K1628	26 ea		
A083	K1642	21 ea		
A083	K1646	12 ea		
A083	K1648	20 ea		
A083	K1649	22 ea		
A083	K1260	16 ea		
A083	K1539			Raise pwr to existing spool.

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
	L1650	5 ea		Raise weatherhead/power up 5'8"
A084	K1672	6 ea		
A084	STA347 K2179			Raise street lgt ckt up 5" minimum
A084	STA101 K2182			Raise secondary from trans. 4 ft up. POA 24'1"
A085	K921 K2013	7 ea		
	P1947	1 ea		
A086	F1948	2 ea		
	B1816		Note 2	
	K1814			
A086	K1815	19 ea		
A086	K1933	10 ea		
A086	B1937			Raise Street lgt. & pwr
	K1912	10 ea		
	K1922			Remove 1 cable
	K1936		Note 2	
A086	K1957	9 ea		
	B1917		Note 2	Remove coiled cables.
A086	L1919	1 ea		Remove conduit. Move weatherhead up to POA 18'6'.
A086	L1943			Raise power cables. Remove coiled up cables.

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A086	K1946	6 ea		Extend gnd wire up pole. Raise street light and cable to POA 32'0".
	B1452		Note 2	
A086	K1543	10 ea		
	K1691		Note 2	
A087	K1692	14 ea		
A087	K1697	10 ea		
A087	B1716	9 ea	Note 2	
A087	K1717	12 ea		
	M1739		Note 2	
A087	K1733	10 ea		
A087	K1732	8 ea		
A087	K1730	8 ea		
A087	K1729	8 ea		
A087	K1728	12 ea	Note 4	
A087	K1724	17		
A087	K1726	14 EA		
A087	K1747	10 ea		
A087	F1745	4 ea		
A087	F1740	9 ea	Note 2	
A087	F1735	5 ea	Note 2	
A087	B1787	11 ea	Note 2	Attach 6 power wires to pole with 2 3-spool racks.

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A087	K1789	7 ea		
A087	K1780	7 ea		
A087	STA298 K2043	5 ea		Remove weatherhead, conduit and disc switch.
A087	NO# K2044	6 ea		
	K2049			Replace down guy wire. It is dangling from pole.
	K1752			
A087	K1753	8 ea		
	K1758			Set new pole halfway between self and K1511. Attach 18 comm. cables to pole. False deadend pole with 5 25M strand down guys and anchors.
A087	K1693	9 ea		
A087	L1684			Power wire run 30 ft. vertically up pole. Install conductors in conduit.
A087	F1855	3 ea		
A087	K1859	6 ea		
A087	K1860	6 ea		
A087	K1865	11 ea		
A087	K502 K2345	15		
	K504			Raise west cable up 13" and replace bolt

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A088	UP103 K2344	3 ea		
A088	UP104 K2343	3 ea		
	K2353			Raise west cable up 2'
A088	UP A2354			
	K2358			Move west cable from POA 22'8" to POA 26'0"
A088	K506 K2359	8 ea	Note 3	
A088	K510 K271	7 ea		
A088	K511 K272	8 ea		
A088	K512 K273	8 ea		
A088	K513 K274	7 ea		
A088	K514 K275	5 ea		
A089	K515 K276	6 ea		
A089	K516 K277	7 ea	Note 2	
A089	K517 K278	6 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A081	P61 2391	4 ea	Note 2	
A091	F279	3 ea	Note 2	
A091	F274	5 ea		
	L1881			
A092	M1887	2 ea		
A092	K1889	4 ea		
	K1710	20 ea		
A092	K1796	yes		Remove vertical triplex drop, w/weatherhead, conduit, and const. load center. RAD Area.
	K400			Remove weatherhead, conduit, and disc. sw. RAD AREA.
A092	B114	12 ea		
A092	54 K2052	8 ea		Install 2 3-spool racks and move 6 power conductors up 6' min. Move 8 comm. cables up 4' min.
A092	55 M2054			
A092	56 K2055	8 ea		Install 3-spool rack and install 3 pwr wires on south side of pole.
A093	STA 362 K2062	4 ea		
A093	K64 K1492	2 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A093	63 1/2 K2093	2 ea		Attach triplex cable to pole.
A093	63 B2092	2 ea	Note 4	
	L2085			Raise weatherhead on west side of pole. 3'
	L2088	3 ea		
	K2155	1 ea		Raise two power weatherheads 2' min.
A093	UP65 F2153	3 EA		
A093	UP90 M2100	12 ea	Note 2.	Remove guy that is on north side of pole @ 21'0"
A093	P182 F2130	10 ea		
A093	P181 F2131	10 ea		
A093	P180 F2132	9 ea		
A093	P179 F2133	6 ea		Raise street lighting circuit
A093	P177 K2134	12 ea		Raise bottom pwr triplex 4'. Raise bottom comm. cable on S. side of pole 1'2".
A093	UP87 M2147	3 ea	Note 2	
A093	UP88 M2142	2 ea		Raise power weatherhead 2'.

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
	K2612			Reattach 5 exist. cables to pole.
	K2621			Relocate exist PA speaker to below USW cable. Speaker is just hanging.
A095	UP43 B2623	2 ea		
	K2654		Note 2	
	K2655	4 ea		
	K2659	5 ea		
	K2671		Note 3	
	K2672		Note 3	Attach 1 comm cable to pole.
	K2673			Existing conductors need slack adjusted.
A095	K67 K2624			Attach 4 existing cables to pole
A095	K65 K1493			Pull slack out of west span (2 cables) to help with limited clearance at pedestrian walkway between K1493 & K1494.
A095	STA 2066 K2582	2 ea		
A095	UP B2578	3 ea		Inside Radiological chain. Accessible by ladder only.
A095	UP B2579	1 ea		Accessible by ladder
	K2574	3 ea		
A096	UP54 K2569	4 ea		Inside Radiological chain. Accessible by ladder only

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

ATTACHMENT NO. 1 - WORK LIST FOR Y-12 POLES

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
A096	UP53 K2566	1 ea		
A096	E1 K2587			
A086	E3 K257			
SW OF PORTAL 3	F2_9_	1 EA		
	B		Note 2	
	K463		Note 23	
	Pole N of road to 9114	3 ea		
	Pole SE of Bldg 0910	4 ea		Remove 2 cables at POA 16'6"
	STA 3_8	3 ea		
	POLE @ BASE OF Tower 47			Reattach guy wire at top of pole. Install another new guy wire w/anchor.
	UP82 Chip Oxidation Facility	3 ea		Install new gnd rod and reattach to exixt gnd wire

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

DATE: October 18, 1995

Drawing Number	Pole #	Bonding Note 1	Grounding	Other
	North ESF walkway	3 ea		Inside RAD chain
	SouthESF walkway	3 ea		Inside RAD chain
	62-1/2	1 ea		Install gnd wire/rod
	4021	1 ea		

Note 1: Bond messengers to existing pole ground wire.
Note 2: Install pole ground wire and grounnd rod.
Note 3: Attach ground wire to existing ground rod at base of pole.
Note 4: Install pole ground wire. Ground rod is existing.

Attachment No. 2 - Drawing List for Pole Locations

Cooper Cable Route "YIE"

E2E-900003-A055
E2E-900003-A056
E2E-900003-A057
E2E-900003-A058
E2E-900003-A059
E2E-900003-A060
E2E-900003-A061

Copper Cable Route "Y1S1"

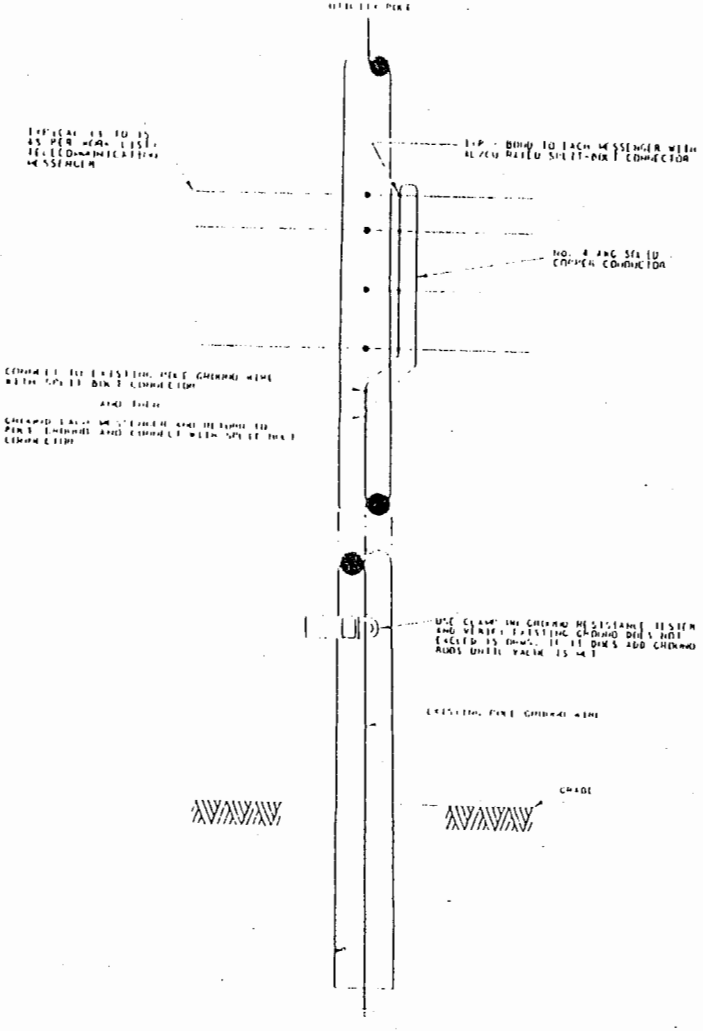
E2E-900003-A064
E2E-900003-A065
E2E-900003-A066
E2E-900003-A067
E2E-900003-A068

Copper Cable Route "Y1S"

E2E-900003-A071
E2E-900003-A072

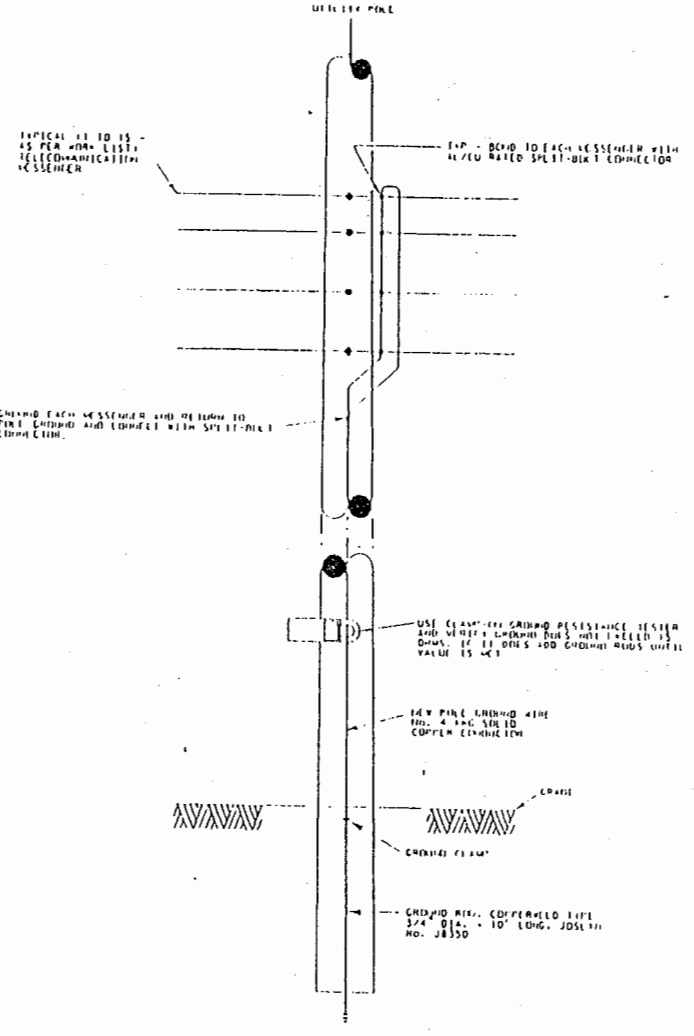
Cooper Cable Route "YIW"

E2E-900003-A079
E2E-900003-A080
E2E-900003-A081
E2E-900003-A082
E2E-900003-A083
E2E-900003-A084
E2E-900003-A085
E2E-900003-A086
E2E-900003-A087
E2E-900003-A088
E2E-900003-A089
E2E-900003-A090
E2E-900003-A091
E2E-900003-A092
E2E-900003-A093
E2E-900003-A094
E2E-900003-A095
E2E-900003-A096
E2E-900003-A097
E2E-900003-A098



DETAIL NO. 1 - BONDING OF MESSENGERS TO EXISTING POLE GROUND

NOT TO SCALE



DETAIL NO. 1 - BONDING OF MESSENGERS TO NEW POLE GROUND

NOT TO SCALE

ONE-ICE PROJECT
K-25 COPPER CABLE ROUTES
UTILITY POLE RODS
BONDING AND GROUNDING
DETAIL SK1

ATTACHMENT 3

ELECTRICAL TEST REPORT

THIS TEST REPORT IS TO BE USED FOR POWER CABLE, GROUND GRIDS, ETC., AND ELECTRICAL EQUIPMENT, SUCH AS TRANSFORMERS, SWITCHGEAR, AND MOTOR CONTROL CENTERS.

JOB TITLE _____ TEST REPORT NO. _____

W. O. _____ BLDG. _____ PLANT _____ DATE _____

WEATHER CONDITIONS _____ SOIL CONDITIONS _____

EQUIPMENT, DESCRIPTION, LOCATION, AND NAMEPLATE DATA _____

_____

_____

SPECIFIC TYPE OF TEST _____

SECTION OF SPECIFICATION DEFINING TEST _____ PAGE _____

ACCEPTABLE VALUE: MIN. _____ MAX. _____

_____

_____

_____

_____

TEST INSTRUMENT _____

MODEL NO. _____ CALIBRATION DATE _____

TEST PERFORMED BY _____ COMPANY _____

TEST SUPERVISED BY _____ COMPANY _____

TEST WITNESSED BY _____ COMPANY _____

CONSTRUCTION ENGINEER/CONTRACTING OFFICER _____ *

_____

* SIGNATURE OF CONSTRUCTION ENGINEER OR CONTRACTING OFFICER VERIFIES THAT TEST RESULTS MEET OR EXCEED REQUIREMENTS OF SPECIFICATION.

DEC 4 1995

MARTIN MARIETTA ENERGY SYSTEMS, INC.

POST OFFICE BOX 2009
OAK RIDGE, TENNESSEE 37831

November 28, 1995

Mr. Robert W. Poe, Assistant Manager
for Environment, Safety and Quality
Department of Energy
Oak Ridge Operations
Post Office Box 2001
Oak Ridge, Tennessee 37831-8731

Dear Mr. Poe:

Access to Power and Utility Poles on the Department of Energy (DOE) Oak Ridge Reservation

In an effort to provide better configuration control and improve the safety of employees working on power and utility poles, Lockheed Martin Energy Systems has designated the following configuration control coordinators at the three Oak Ridge sites. All DOE prime contractors must contact the appropriate site coordinator **prior** to initiation of work on power and utility poles.

Mr. Ron D. Blanchard
K-25 Power Operations Department
Building K-0731, MS-7331
Phone: 4-8920

Mr. Al L. Roberson
Y-12 Plant Electrical Maintenance Department
Building 9720-6, MS-8042
Phone: 4-0503

Mr. Charlie E. Bruce
ORNL Power Distribution and Maintenance
Building 2018, MS-6310
Phone: 4-4116

In addition to the configuration control for the poles, all personnel who work on power and utility poles must be qualified to perform this type work, per the Occupational Safety and Health Administration requirements in 29 CFR 1910, General Industry or 29 CFR 1926, Construction for either electrical or telecommunications workers.

If you have questions concerning the above, please contact M. A. Cox (4-1648) or me (6-9630).

Sincerely,

David Milan, Director
Safety and Health

DM:MACox:bh

c: K. K. Baksa
R. D. Blanchard
C. E. Bruce
K. K. Conway, DOE-ORO
M. A. Cox
C. C. Edwards
E. J. Hicks, DOE-ORO
W. L. Marsh
L. D. Perkins
R. W. Poe, DOE-ORO
A. L. Roberson
J. D. Rothrock, DOE-ORO
A. M. Shirley
W. W. Teer
CEP Document Control - RC

951042

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A016	See Block 16C	05-96OR21965.003	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
AH39;WM6006120 $56,000

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties, P.L. 95-91 and Changes clause FAR 52.243-4 (AUG 1987)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT / MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
JOHN CARRELL PROGRAM DIRECTOR		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR John Carrell *(Signature of person authorized to sign)*	15C. DATE SIGNED MAR 19 1996	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/19/96

The purpose of this modification is to definitize change orders 4.1, 55, 82, 85, 94, 97, 99, 100, 101, 104, 106, 109, 111, and 112, add funding to line item 001C and issue change order . Accordingly, the contract is modified as follows:

1. Change orders 4.1, 55, 82, 85, 94, 97, 99, 100, 101, 104, 106, 109, 111, and 112 are definitized in the amount of $312,775. The allocation of this amount is as follows: item 001 $403,094, item 003B $45,919, item 003C $71,327, item 007 $7,496, item 007A $3,015, item 007B $1,190, item 007C ($14,250), 007D $2,450, and Option VII ($207,466).

2. Funding in the amount of $56,000 under B&R code (AH39;WM6006120) is obligated for line item 001C. This increases the amount obligated under line item 001C to $322,290.40.

3. Increase item 001 by $403,098 from $6,882,312 to $7,285,410, increase item 003B by $45,919 from $547,812 to $593,731, increase item 003C by $71,327 from $189,322 to $260,652, increase item 007 by $7,496 from $3,206,503 to $3,213,999, increase item 007A by $3,015 from $546,917 to $549,932, increase item 007B by $1,190 from $226,832 to $228,022, decrease item 007C by ($14,250) from $268,256 to $254,006, increase item 007D by $2,450 from $186,208 to $188,658, and reduce Option VII by ($207,466) from $208,440 to $974. Attached are change pages to the contract reflecting these revisions.

4. The total funding obligated to date is $12,790,940.40.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 4.1, 55, 82, 85, 94, 97, 99, 100, 101, 104, 106, 109, 111, and 112 "proposals for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment".

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER MONTH	TOTAL PRICE
001	Provide dedicated work force to perform RIMD/MR service for the existing telecommunications system (the OORTS) prior to cutover of the ORF-ICN Private Branch Exchange (PBX) system during the hours 6 am to 10 pm seven days a week. Dedicated work force shall be based on performing an average of 3,256 work activities as described in the RIMD Operational Procedure No. RIMD-104, which represent the work performed by the technicians as assigned via the individual TWRs.		$166,844	
	15 technicians for months 1-17,		$166,844	
	16 technicians for month 18 and		$175,070	
	17 technicians for months 19-42.		$183,297	
			$178,869	
		for Months: 37-42	$172,869	

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 19,970	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$ 12,412	

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006O	Price for performing additional MCRS		$TBD	$TBD
006P	Price for escorts		$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10 and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	

SCHEDULE B

	QTY		TOTAL PRICE
III.	1 LOT	Purchase of item 003 including all software. (Amount shall not exceed one-month's original payment amount for item 003.)	
IV.	1 LOT	Purchase of all equipment provided under item 005 at the end of term.	
V.	1 JOB	Price for removal of any new cable plant provided under item 003.	
VI.	1 SET	Additional System Telephone Features (See Section 3.3.1.14 of Specification Y/EN-2351)	
VII.	18 MO	Lease and maintenance for early delivery of the Company-use fiber triangle between Y-12, X-10, and K-25 per drawing D2E-145866 of Specification Y/EN-2351 for 18 months prior to the acceptance of the ORF-ICN. These costs shall be included as part of Item 003 for the remaining 120 months of the contract.	

In the event the foregoing options are exercised by the Government, they shall be exercised by written notice to the Contractor and modification to the original contract in accordance with the following schedule:

Option I - Anytime during the term of the contract.

Option II - 30 days prior to payment of the 120th lease payment.

Option III - 30 days prior to payment of the 120th lease payment of item 003.

Option IV - 30 days prior to payment of the 120th lease payment of item 003.

Option V - 30 days prior to payment of the 120th lease payment of item 003.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A017	See Block 16C	05-96OR21965.004	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

AH89;35WA9000 $35,000

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

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

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

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

The purpose of this modification is to obligate funding for item 001C in the amount of $35,000. This brings the total obligations to date to $12,825,940.40.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED APR 10 1996

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M018	See Block 16C	N/A	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X)	
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A. Changes FAR 52.243-4 (AUG 1987)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED MAY 29 1996

The purpose of this modification is to modify the Technical Specification and Statement of Work for the ORF-ICN. Therefore, the contract is revised as follows:

1. The Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (ORF-ICN) - Y/EN-2351 (Rev. F.1) is revised as follows:

Section 3.1.1.3 Telephones

Replace **Table 1 - VDTS Line Card Ports** with the following:

Table 1 - VDTS Line Card Ports				
Site	Analog Equipped (1)	Analog Wired (2) (7)	ISDN Equipment (1)	ISDN Wired (2) (7)
Y-12	9001	9924	1250	5750
X-10	5765	6356	1000	3883
K-25	3122	3442	750	2311
FOB	1100	1213	400	950
OSTI	512	565	100	356
Totals	19,500	21,500	3500	13,250

Replace Note (3) with "3. Reserved."

Delete the last sentence of Note 6.

Delete the wording "and capacity" from Note 7.

Change pages 2 and 3 with the above changes are attached.

2. The Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (ORF-ICN) - Y/EN-2351 (Rev. F.1) is revised as follows:

3.3.11 Inter-plant Fiber Optics Transmission System (FOTS)

Delete the paragraph beginning with "In addition to VDTS inter-site transmissions . . ." in its entirety.

In the second sentence of the paragraph beginning with "At cutover, the FOTS hardware . . .", delete the words "these LAN and" from the sentence. Delete the FDDI entry in the list that follows the paragraph.

Change page 37 with the above changes are attached.

3. The Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (ORF-ICN) - Y/EN-2351 (Rev. F.1) is revised as follows:

5.2.2.3.3.11 Walkways

Replace the entire section including the title with "5.2.2.3.3.11 Reserved".

Change page 157 with the above changes are attached.

4. The Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (ORF-ICN) - Y/EN-2351 (Rev. F.1) is revised as follows:

5.2.2.3.18 Miscellaneous

Delete the title "Roof Scuttle and Ladder" and its associated paragraph.

Change page 175 with the above changes are attached.

5. The above changes should result in a credit to DOE. The equitable adjustment resulting from the aforementioned changes must be submitted within 30 days of the effective date of this modification.

TECHNICAL SPECIFICATION AND STATEMENT OF WORK FOR THE OAK RIDGE FEDERAL INTEGRATED COMMUNICATIONS NETWORK

1.0 SCOPE

This specification provides requirements for the Oak Ridge Federal Integrated Communications Network (ORF-ICN). The scope of work requested is complete--design, engineer, furnish, install, test, cutover, operate, maintain, repair, and service hardware and software necessary to provide the communications systems and transmission facilities specified in this document. Also, prepare sites for equipment installation and provide documentation, engineering and operational services, and training on the use and operation of all installed systems. The ORF-ICN is planned as a replacement for the Official Oak Ridge Telephone System (OORTS), which provides telephone service to the Department of Energy (DOE) and its contractors and other government agencies in Oak Ridge. The OORTS is an Electronic Switching System Exchange (ESSX) system leased from and managed by South Central Bell (SCB). The ORF-ICN includes a voice and data telecommunications system (VDTS), cable plant, inter-site fiber optics transmission system (FOTS), telecommunications management system (TMS), and special circuits, excluding intra-building special circuits.

All main ORF-ICN switching equipment must be located on DOE property. Remote modules may be located on leased DOE property for Townsite services.

Within this specification, the term Company refers to Martin Marietta Energy Systems, Inc., DOE's management and operating contractor for the Oak Ridge sites.

2.0 REFERENCES

Applicable DOE drawings, specifications, general design criteria, standards, and SCB drawings showing existing trunk cabling are listed in Appendix 1. These documents, national consensus standards, building codes, federal and state government regulations and standards, and other documents form a part of this specification to the extent they are referenced in the specification. Unless otherwise specified, the latest revision shall be used.

3.0 REQUIREMENTS

3.1 GENERAL SYSTEM REQUIREMENTS

The ORF-ICN shall function in accordance with the system diagrams shown in Drawings D2E-145866, D2E-145865, D2E-145907, and D2E-146787.

Provide voice, data, and special circuit services up to the MCR demarcation point for the Y-12 Plant, also known as Y-12; the Oak Ridge National Laboratory (ORNL), also known as X-10; the Oak Ridge K-25 Site, also known as K-25; the Office of Scientific and Technical Information (OSTI), 175 Oak Ridge Turnpike; the Federal Building (FB); and selected buildings in Oak Ridge, also known as Townsite.

The ORF-ICN shall be an Integrated Services Digital Network (ISDN) integrated voice and data network distributed among three main communication nodes at plant locations Y-12, X-10, and

K-25 with a major tributary to FB and OSTI. The Townsite locations can be served off of one of the major nodes as best meets the vendors design. Y-12 shall be the central control node with the X-10, K-25, FB, and OSTI nodes acting as major remote nodes. The Y-12, X-10, and K-25 communication nodes shall be interconnected with multiple single-mode fiber cables in a triangular configuration which affords both point-to-point circuit multiplicity and inter-site path redundancy. A system operation and control center shall be provided to manage the system. Transmission system routing control functions shall be coordinated with switch routing functions to provide integrated route selection and backup capability to achieve the required system network availability.

The switching system and new cable plant shall accommodate digital terminals, hosts, and other digital users, and shall provide digital network interfaces, interconnectivity and a media for network transport.

The ORF-ICN shall provide the interfaces required to the Public Switched Network, FTS 2000, DOECN, and other long-haul private networks.

3.1.1 Voice and Data Telecommunications System (VDTS) Requirements

3.1.1.1 Expected Moves, Adds, and Changes

The VDTS system design shall accommodate the moves, adds, and changes listed in Section 3.8.3.

3.1.1.2 VDTS Ports

Provide ports in accordance with Table 1. The present distribution of telephone equipment is shown in Appendix 2. The Preliminary System Design Report of Section 4.4 shall be based on Table 1 data. The Final System Design Report shall be based on the telephone equipment distribution existing at the time of design report issue. This distribution information shall be obtained by the Contractor by obtaining data from SCB, surveys, or other means.

3.1.1.3 Telephones

Connect existing Government-owned analog telephones to all analog voice ports supplied with this system.

Connect Government-owned ISDN voice telephones to ISDN voice/data ports supplied with this system.

Table 1 - VDTS Line Card Ports

Site	Analog Equipped (1)	Analog Wired (2) (7)	ISDN Equipment (1)	ISDN Wired (2) (7)
Y-12	9,001	9,924	1,250	5,750
X-10	5,765	6,356	1,000	3,883
K-25	3,122	3,442	750	2,311
FOB	1,100	1,213	400	950
OSTI	512	565	100	356
Totals	**19,500**	**21,500**	**3,500**	**13,250**

NOTES:

1. Equipped ports shall have all necessary equipment including cabinets, cables, card cages, line cards, and telephones or data connections ready for service.

2. Wired ports that are not equipped shall have all necessary equipment including cabinets, cables, and card cages but no line card installed.

3. Reserved

4. At cutover 1,000 analog ports shall be equipped for use with facsimiles, 300 existing DOE analog Secure Telephone Unit (STU) III telephones, and other miscellaneous analog hardware.

5. At cutover 50 ISDN voice/data ports shall be connected to 50 ISDN voice telephones including NT1s supplied by the Government.

6. These ports shall be equipped in any combination of ISDN voice, non-ISDN digital voice, and analog such that the total cost of the equipment and services required by this specification plus the cost for ten years of operation and maintenance (including the moves, adds, and changes of Section 3.8.3) is minimized.

7. Wired ports shall be provided at site central offices and remote modules in a distribution similar to that provided for the equipped ports.

3.1.1.4 Data Ports

The VDTS shall be equipped with ports for trunk service to the host processors and modem pools specified in 3.2.2, 3.3.10.2, and 3.3.10.8 respectively. The Contractor shall provide the necessary hardware interfaces for all data port trunks. All data ports trunks shall be in sufficient quantities to maintain the grade of service specified in 3.3.1.3.

3.1.1.5 ISDN Capability

When ISDN compatibility is specifically required, the VDTS shall be compatible with ISDN in accordance with approved standards from the Consultative Committee International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) standards bodies. Specifically, the VDTS shall comply with approved recommendations of the Series I and Q of the CCITT, i.e.,

I.100 Series, General;
I.200 Series, Service Aspects;
I.300 Series, Network Aspects;
I.400 Series, User Network Interfaces;

I.500 Series, Internetwork Interfaces;
I.600 Series, Maintenance Principles;
Q.921/922, Layer 2 Protocols;
Q.940 Series, Maintenance and Management; and
Q.931/932, Signaling, D Channel Protocols,

except where equivalent standards have been adopted by the ANSI, then, ANSI standards shall supersede CCITT recommendations. Specific applicable ANSI standards are:

ANS T1.113-1988, Signaling System No. 7 ISDN User Part,

ANS T1.408-1990, Telecommunications - ISDN - Primary Rate - Customer Installation Metallic Interfaces - Layer 1 Specification,

ANS T1.601-1988, Telecommunications - ISDN - Basic Access Interface for Use on Metallic Loops for Application of the Network Side of NT - Layer 1 Specification,

ANS T1.602-1989, Telecommunications - ISDN - Data Link Layer Signaling Specification for Application at the User Network Interface,

ANS T1.603-1990, Telecommunications - ISDN - Minimal Set of Bearer Services for the Primary Rate Interface,

ANS T1.604-1990, Telecommunications - ISDN - Minimal Set of Bearer Services for the Basic Rate Interface,

ANS T1.605-1991, Telecommunications - ISDN - Basic Access Interface at S and T Reference Points - Layer 1 Specification,

ANS T1.607-1990, Telecommunications - ISDN - Digital Subscriber Signaling System Number 1 (DSS1) - Layer 3 Signaling Specification for Circuit Switched Bearer Service,

ANS T1.608-1990, Telecommunications - ISDN - Digital Subscriber Signaling System Number 1 (DSS1) - Signaling Specification for X.25 Packet Switched Bearer Service, and

ANS T1.612-1990, Telecommunications - ISDN - Terminal Adaption Using Statistical Multiplexing.

Compliance with Federal Information Processing Standard for Integrated Services Digital Network (ISDN) is required.

Availability of two "B" channels shall be provided to each ISDN user. Multi-point configurations shall not be used unless approved by DOE.

3.1.2 Special Circuits

Provide service which maintains the current operational capabilities of the existing special circuits listed in Appendix 5C and any additional special circuits found during cutover (See Section 3.5.1.4).

The FOTS shall be capable of migration to full SONET functionality by integration and consolidation of equipment and functions with that initially deployed, as future SONET phases build upon phase 1 in the standards bodies. Particularly, the FOTS shall be able to incorporate the user dynamic allocation of switched bandwidth-on-demand functions afforded by the Asynchronous Transfer Mode (ATM) and the consolidation of cross-connect, circuit switching, packet switching, drop-insert, multiplexing functions into SONET-compatible implementation. The capability shall include migration of the deployed equipment with future SONET operation, OAM&P functions as they mature. The Contractor shall show how its FOTS design will migrate to these future SONET functions.

At cutover, the FOTS hardware at each site (K-25, X-10, Y-12, and FB) shall be designed and sized to accommodate the following quantities of data interfaces for DOE use. Activation of digital interfaces shall only require the addition of their modular interface.

Type	Quantity
DS0	24
DS1	10
DS3	1

The FOTS shall interface with the data networks at both their full and subrate speeds of the data network to enable the interface of subrate speeds in the initial phases of system implementation and full rate speeds when the full capability of FOTS is implemented.

The Contractor shall furnish all hardware and software required to implement the FOTS.

3.3.12 Cable Plant Requirements

The cable plant configuration is shown on drawings D2E-145907 and D2E-145866.

3.3.12.1 Current Transmission Facility Systems

DOE currently has a variety of transmission facility systems installed and operating. Intra-building communications needs are primarily served by telephone grade copper pairs owned by DOE, whereas inter-building and inter-site communications are primarily served using SCB leased services.

3.3.12.2 Cable Plant Certification

The cable plant shall be certified to meet the following requirements:

(a) New cabling which connects any new ISDN telephone station to its respective line card shall carry the ISDN Basic Rate Interface (BRI) signals as specified in Section 3, Recommendation I.430 of the CCITT ISDN Recommendation of the Series I, VIIIth Plenary Assembly, Geneva, with a maximum bit error rate (BER) of 1 in 10E09. This requirement shall apply for new cabling at X-10, Y-12, K-25, FB, OSTI, and other buildings in Townsite as indicated in Appendix 2.

(b) For new copper trunks to service buildings at X-10, Y-12, K-25, FB, OSTI, and Townsite locations, 10% of every intra-site copper trunk shall carry the North American Standard 1.544 Mbps, 24 channel, T1-DS-1 framing format with a maximum BER of 1 in 10E09.

(c) Cabling which provides DOE's "special circuits" shall maintain the current operational capabilities.

(d) All other cabling shall be certified for its intended use.

(e) All new cabling used by the system shall be installed such that plant environmental conditions existing at all points along the cable runs shall cause no cable to be used under any conditions in which the specifications of the cable manufacturer are exceeded. Plant environmental conditions which could cause violation of manufacturer specifications and methods to be used to protect the cabling shall be listed in the Preliminary System Design Report of Section 4.4.1. Considerations shall include:

1. The proximity to steam lines in the vicinity and to the susceptibility of the cable to internal condensation which may result when subjected to temperature differentials along its length. An example is, specification ISS 4, American Telephone and Telegraph (AT&T) 626-020-020 paragraph 6.06 Environmental Considerations for Heat and Steam, when using Western Electric bonded stalpeth pulp insulated cabling, and,

2. The maintenance of pressure and air drying mechanism to manufacturers specification when pressurized cables are used.

Testing will not be required on existing cabling which will not be used.

New cable certification shall include performing any testing recommended by the VDTS original equipment manufacturer and the testing required in accordance with this section and drawing D2E-145865.

3.3.12.2.1 Sampling for Cable Testing

Sampling shall be in accordance with MIL-STD-105 using a General Inspection Level II, double sampling plan.

Lot definition and acceptance quality levels (AQL) shall be as follows:

Item	Lot Definition	AQL	
Spare pairs in new trunk cable (test per Section 3.3.12.2.5)		Pairs in a single cable	2.5
New voice cabling (test per Section 3.3.12.2.3)		Pairs serving a single building	2.5

5.2.2.3.3.11 Reserved

5.2.2.3.3.12 Built-Up Bituminous Roofing

Built-up bituminous membrane roofing shall comply with the NRCA Roofing and Waterproofing Manual, NRCA Handbook of Accepted Roofing Knowledge, FM Class I, and UL Class A. Coal tar roofs are not allowed.

5.2.2.3.3.13 Sheet Metal Flashing and Trim

Expansion Joints

Roof and exterior wall expansion joints shall be coordinated with structural system expansion joints. All roof expansion joints shall be elevated not less than 8 inches above the roof plane and shall not obstruct the flow of water off a roof.

Flashing, Trim, and Accessories

Flashing, trim, and accessories, including exterior drains and gutters, and interior drains shall have a service life at least equal to that of the roofing and shall be compatible with the roofing and exterior wall materials.

Drains, Gutters, and Accessories

Roof drains and gutters shall comply as a minimum with Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Architectural Sheet Metal Manual for a storm of 5 minutes' duration that is exceeded only once in 10 years. Roof drainage details shall comply with NRCA Construction Details and NRCA Steep Roofing Manual.

Overflow outlets shall be provided on all roofs with parapets or curbs. The weight of retained water below the bottom level of the overflow outlets shall be included as a load in structural calculations.

Drains shall comply with UBC Chapter 32.

Interior roof drains shall be used on buildings with over 500 square feet in area except that exterior overflow outlets are permitted.

Exterior gutters and downspouts shall be used on buildings with less than 500 square feet in area.

Interior built-in gutters shall not be used.

No building roof with interior drains shall have fewer than two independent drains. Each such independent drain shall be independently connected to the storm drain.

Roof drain spacing shall not exceed 75 feet in any direction.

No roof drain shall serve a roof area greater than 10,000 square feet.

Interior roof drains shall be located only at roof low points.

Drain inlets shall be recessed below the adjacent roof level.

Drains shall have strainers.

No drain shall be less than 4 inches in diameter.

On exterior roof drains 30 feet or longer, leader heads shall be used at the junction of drains and gutters.

Exterior roof drains that discharge onto roofs shall have splash pans secured to the bottom of the drains.

Drains, gutters, and accessories shall have a service life at least equal to that of the roofing, and shall be compatible with the roofing.

Exterior roof drains shall be protected from yard maintenance and building maintenance equipment, and from vehicles at roads, parking areas, and loading areas.

Where soil erosion can occur from the discharge of exterior roof drains at grade, roof drains shall be connected to storm sewers or shall discharge into stabilized drainage ditches, splash blocks, or paving.

5.2.2.3.3.14 Sealants and Joints

Sealant selection and installation for architectural aluminum shall comply with American Architectural Manufacturers Association (AAMA) 800.

Only non-staining sealants shall be used.

Sealants shall prevent weather damage to building elements at joints.

Joints shall be detailed to minimize the reliance on sealants for weather protection.

Joints shall be designed to prevent any local overstressing of the sealant.

Joints shall be designed to allow for the depth of sealant contact as required for the specific sealant system being used.

Joints to be sealed shall be sized in proportion to the amount of movement that will occur.

Sealant material shall be physically and chemically compatible with adjacent materials.

5.2.2.3.17 Stairs

Provide metal-pan stairs at interior stairway. Metal-pan units shall be designed for concrete-filled treads and landing platforms and with steel risers. Tread and riser design shall conform to NFPA 101.

Stair railing shall consist of top rail, intermediate rails, kickplates, and posts. Provide handrail brackets and handrails at wall. Railing design shall conform to NFPA 101.

5.2.2.3.18 Miscellaneous

Drinking Fountain

Locate drinking fountains in Y-12 Central Office, Company office area on each floor in corridor close to restrooms and in ORF-ICN area close to the restroom(s). Provide recess in walls for installation.

Coffee and Sink Cabinets--shall be a standard base cabinet (2 feet 0 inches deep x 3 feet 0 inches high x 4 feet 0 inches wide, except as noted) with plastic laminate top and splash. Cabinet shall be fabricated in accordance with American Woodwork Institute's "Premium" grade requirements. Provide one duplex receptacle in wall above cabinet.

Rest Room Accessories

Metal toilet partitions complete with all latches, hinges, keepers, and stops. The partitions shall have baked enamel finish.

Paper Towel Dispenser (P.T.D.): One per lavatory. Cabinet surface mounted, stainless steel, 400C-fold Style N, Type I, Class 3 conforming to Fed. Spec. WW-P-541.

Toilet Tissue Dispenser (T.T.D.): Surface mounted double roll shall conform to Fed Spec. WW-P-541, Type I, Class 1, stainless steel. - One per toilet.

Waste Receptacles (W.R.): Receptacles shall conform to Fed. Spec. WW-P-541, Type II, stainless steel, surface mounted. - One per restroom.

Mirrors (M.R.): Glass mirrors shall conform to Fed. Spec. DD-M-00411b, Class 2, Style E, Metal Frame, Stainless Steel, Grade 1, No. 1 quality, 16" x 20". - One at each lavatory.

Liquid Soap Dispenser (L.S.D.): Lavatory mounted, stainless steel, conform to Fed. Spec P-S-624J. - One in each restroom.

Sanitary Napkin Vendor (S.N.V.): Surface mounted stainless steel conforming to Fed. Spec. WW-P-541/8A, Type I, Class 5S. - One per women's restroom.

Sanitary Napkin Disposal (S.N.D.): Surface mounted stainless steel conforming to Fed. Spec. WW-P-541/8A, Type II S. - One per toilet in women's restroom.

Grab Bar (G.B.): 1-1/2" diameter 52" long, stainless steel with peened grip surface conforming to Fed. Spec. WW-P-541/8A, Type IV, Class 2, surface mounted. - At each handicapped compartment.

In toilet rooms, accessories attached to toilet partitions shall be through-bolted to partitions.

Die-cast zinc alloy accessories shall not be used, except as toilet paper holder doors.

Only double toilet tissue holders shall be used.

In facilities required to be accessible to physically handicapped persons, bathroom accessories shall comply with Uniform Federal Accessibility Standards (UFAS).

Provide furnishings as required for the first floor facilities, excluding the Conference Room. Furnishings for the second floor offices and the first floor Conference Room will be supplied by the Company.

5.2.3 Environmental Control

5.2.3.1 Y-12 Site Central Office

The requirements of this section apply to the Y-12 Site Central Office building which will be approximately 7500 square feet of office space and 6000 square feet of equipment space. The HVAC systems for the equipment areas shall be separate from the office area HVAC system(s).

5.2.3.1.1 Design Parameters

General design guidance and load estimating procedures shall be based on data in the latest edition of the ASHRAE Handbook of Fundamentals, Systems, Applications, and Equipment volumes; NFPA Codes 90A, 90B, and 91; and the design parameters noted herein.

Design Temperatures

Outside Design Conditions for Office Areas

	Dry Bulb Temperature	Wet Bulb Temperature
Summer	90°F	76°
Winter	13°F	

AMENDMENT OF SOLICITATION	ODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A019	See Block 16C	05-96OR21965.005 & .006	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001C AH89/35WA9000 $2,856.71 and Item 007 X050/39AF99 PRN94E201000900 ($100,000)

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

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

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

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

The purpose of this modification is to obligate funding for item 001C in the amount of $2,856.71 and deobligate funding from item 007 in the amount of ($100,000). This brings the total obligations to date to $12,728,797.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/14/96

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A020	See Block 16C	05-96OR21965.007	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 005 AH89/35WA9000 $3,000.00 and Item 007 X050/39AF99 PRN94E201000900 ($65,000)

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

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

The purpose of this modification is to obligate funding for item 005 in the amount of $3,000.00 and deobligate funding from item 007 in the amount of ($65,000). This brings the total obligations to date to $12,666,797.11. In addition, funding in the amount of $10,336.84 ($3,422.95 AH39;WM6006120 & $6,913.89 AH8935WA90) is transferred from Item 001C to Item 005.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/20/96

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A021	See Block 16C	05-96OR21965.008	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001 820201 ORUO $800,000 and Item 005 FB89;EW2060207 ADSOR19918 $298,000

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

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

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $800,000 and item 005 in the amount of $298,000. This brings the total obligations to date to $13,764,797.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Johnny R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/30/96

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A022	See Block 16C	05-97OR21965.001	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 003B 8202 ORUO $1,256,156 and Item 003D 8202 ORUO $1,659,405

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

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

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

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

The purpose of this modification is to obligate funding for item 003B in the amount of $1,256,156 and item 003D in the amount of $1,659,405. This brings the total obligations to date to $16,680,358.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED OCT 28 1996

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A023	See Block 16C	05-97OR21965.002	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 007 X050/39AF99 PRN94E201000900 ($68,000)

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

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

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

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

The purpose of this modification is to deobligate funding for item 007 in the amount of ($68,000). This brings the total obligations to date to $16,612,358.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*
		16C. DATE SIGNED 12/9/96

AMENDMENT OF SOLICITATION / DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M024	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
Mutual Agreement of the Parties, P.L. 95-91 and Changes Clause FAR 52.243-4 (AUG 1987)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ____ copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
DIRECTOR		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR John Cagell *(Signature of person authorized to sign)*	15C. DATE SIGNED 12/17/96	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/20/96

The purpose of this modification is to definitize change orders 70, 76, 110, 119, 121, 124, 128, 131, 134, and 137. Accordingly, the contract is modified as follows:

1. Change orders 70, 76, 110, 119, 121, 124, 128, 131, 134, and 137 are definitized in the amount of $254,633. The allocation of this amount is as follows: item 002 ($81,413), item 002B $63,519, item 003B $263,665, item 007 $17,720 and item 007C ($8,858).

2. Decrease item 002 by ($81,413) from $2,396,400 to $2,314,987, add item 002B for change orders relative to the Lease of the Telecommunications Management System in the amount of $63,519, increase item 003B by $263,665 from $593,731 to $857,396, increase item 007 by $17,720 from $3,213,999 to $3,231,719, and decrease item 007C by ($8,858) from $254,006 to $245,148. Attached are change pages to the contract reflecting these revisions.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 70, 76, 110, 119, 121, 124, 128, 131, 134, and 137 "proposals for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment".

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 19,292	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 16,316	
002B	1 Lot	Change Orders related to Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	N/A	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$ 12,412	

SCHEDULE B

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
006O	Price for performing additional MCRS		$TBD	$TBD
006P	Price for escorts		$TBD	$TBD

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	

AMENDMENT OF SOLICITATION / DIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A025	See Block 16C	05-97OR21965.003	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001C AH3X;EW1001206 ADSOR8008 $50,000

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

The purpose of this modification is to obligate funding for item 001C in the amount of $50,000.
This brings the total obligations to date to $16,662,358.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/17/96

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATIO! MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A026	See Block 16C	05-97OR21965.004	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 001 8202 ORUO $2,400,000 and Item 007 X050/39AF9905 PRN94E201000900 ($39,340)

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

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

The purpose of this modification is to obligate funding for item 001 in the amount of $2,400,000 and deobligate funding for item 007 in the amount of ($39,340). This brings the total obligations to date to $19,023,018.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/10/97

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION	MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A026	See Block 16C	05-97OR21965.004	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001 8202 ORUO $2,400,000 and Item 007 X050/39AF9905 PRN94E201000900 ($39,340)

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

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

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $2,400,000 and deobligate funding for item 007 in the amount of ($39,340). This brings the total obligations to date to $19,023,018.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/10/97

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATIO	MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A026	See Block 16C	05-97OR21965.004	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001 8202 ORUO $2,400,000 and Item 007 X050/39AF9905 PRN94E201000900 ($39,340)

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

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

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $2,400,000 and deobligate funding for item 007 in the amount of ($39,340). This brings the total obligations to date to $19,023,018.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/10/97

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A026	See Block 16C	05-97OR21965.004	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 001 8202 ORUO $2,400,000 and Item 007 X050/39AF9905 PRN94E201000900 ($39,340)

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

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

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $2,400,000 and deobligate funding for item 007 in the amount of ($39,340). This brings the total obligations to date to $19,023,018.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/10/97

AMENDMENT OF SOLICITATION / DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 7

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A027	See Block 16C	05-97OR21965.005	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 003B EX202001 $11,837

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties, P.L. 95-91 and Changes Clause FAR 52.243-4 (AUG 1987)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ____ copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Sol Trujillo President and CEO	Jeffrey R. Burgan Contracting Officer

15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	7/22/97	BY *(Signature of Contracting Officer)*	7/31/97

The purpose of this modification is to accomplish four things. First, revise the statement of work to reflect US West assuming responsibility for the Service Order Center operations. Second, numerous administrative changes are being made to Section B and the technical specification and statement of work. Third, funding is being added to line item 003B to cover installation of telephone cable for the FUSRAP program. Fourth, Attachment D "List of Government Furnished Property" is being updated to include RIMD and Outside Cable Plant Work equipment. Therefore, the contract is modified as follows:

1. US West hereby assumes full responsibility for operation of the Service Order Center. The firm-fixed-price for this work which covers a 124 month period of performance is $12,884,952. Accordingly, the **Statement of Work (Supplement) - SW-TNS-001 (Rev. C)** is revised as described below to reflect this change.

   3.0 Services

   a. Delete the wording "presented to or" in the first sentence.

   b. Insert the following as the second sentence: "Provide RIMD M/R support as defined in Y/EN-2351 Section 3.8.3.5".

2. Section B of the contract is revised as follows:

   a. Line items 001D - 001J, 004E - 004K, and 006A - 006P are deleted in their entirety.

   b. Line items 001D in the amount of and 004E in the amount of are hereby added to reflect operation of the Service Order Center.

   c. The description of line item 005 is revised to read "Lease/purchase of additional equipment during the term of the contract".

   d. Attached are change pages 8 - 13 to the contract which reflect the aforementioned changes. In addition, pages 14 - 20 are now intentionally left blank.

3. Funding in the amount of $11,837 under B&R code (EX202001) is obligated for line item 003B. This brings the total obligations to date to $19,034,855.11.

4. **Technical Specification and Statement of Work for the Oak Ridge Federal Integrated Communications Network (Y/EN-2351 Rev. F.1) is revised as follows:**

   a. **3.5.1.3 Removal of Old Facilities**

      1. Add the following after the first sentence of the first paragraph: "Cabling abandoned in place shall be marked as such at both ends."

2. Delete the last sentence of the first paragraph.

3. Replace the second paragraph with the following:
"Based upon the list of abandoned cable that is supplied by the Contractor, RIMD TWRs will be issued for removal of the cable as part of the normal RIMD responsibilities. This effort shall be coordinated with DOE/Company. Prior to removing the cable, verify that the cable is not in use. Cable shall be disposed of as directed by the Contracting Officer."

b. **3.8.3 Relocation, Installation, Modification, Disconnection, Maintenance and Repair (RIMD M/R)**

1. Replace the third paragraph with the following:

"In addition to RIMD services described, provide cable additions, cable removal (see Section 3.5.1.3), cable locating, cable rerouting, and cable rearrangements, and/or replacement as needed for both the copper and fiber optic cable plants installed by the Contractor."

2. In the last sentence of the last paragraph, replace "Company" with "DOE."

3. Insert the following as section 3.8.3.5:

"**3.8.3.5 RIMD Service**

RIMD M/R work shall be entered by the Contractor on a Telecommunications Work Request (TWR). The Contractor shall complete all facets of the service order center function from verifying an order is valid to follow up with the customer after the completion of the order. Reference the following flow chart which depicts the Contractor activities.

SERVICE ORDER CENTER
SERVICE ORDER PROCESSING ORDER FLOW

The Contractor is responsible for receiving calls, entering the TWRs, notifying the customer of due date, performing all duties required to complete the service order, and following up with customer after work is complete. This includes, but is not limited to, analyzing customer requirements and resources; Engineering design; recommending reasonable, cost-effective, timely alternatives; coordinating for all needed material, equipment, and permits; and providing end user training. Health and Safety support shall be coordinated by the Contractor and be provided by the appropriate personnel, i. e. the Company H&S or the appropriate facility manager. It is the Contractor's responsibility to ensure that they have coordinated for all items necessary to complete the job within the required number of days.

Some service orders will not require technician activity and will result in service order numbers greater than the number of required RIMD jobs.. These orders include switch feature updates, directory changes, and customer/service information updates. These orders do not count toward the contractually obligated activities for RIMD. The Contractor is responsible for entry of all services requests."

4. Insert the following as section 3.8.3.6:

"3.8.3.6 Fiber Optic Installations

Fiber optic service requests will be placed by the Company for installation of fiber pulls within the plant sites. All installations will be overhead pulls or through existing conduit. Each installation will require a Company approved design and material estimate from the Contractor. The Contractor will provide the Engineering design. The fiber optic cable supplied by the Contractor shall be in accordance with requirements of specification Y/EN-2351 and specified for outside use. Installations of fiber optic cable will be presented to the Contractor with an approved design and a projected due date. Terminations and connectors must be in accordance with Y/EN-2351 unless approved by DOE. Each installation must be completed by the date requested. Deviations from this date must be approved by DOE/Company."

c. **3.8.3.1 General**

1. Delete the second and third sentences of the first paragraph.

2. Add the following to the end of the second sentence of the fifth paragraph: "service request."

3. Replace the next to the last paragraph (begins with "Provide all necessary ...") with the following:

"Provide all necessary equipment and tools to satisfy RIMD M/R service requests as well as cable locating and marking as required. Locating and marking of ORF-ICN cables shall be provided as part of normal RIMD operations. Primary requests will be from Tennessee One Call for cables outside of Government property. Locating ORF-ICN cables buried within the DOE reservation will also be required when requested by DOE."

d. **3.8.3.4 Removal Requirements**

1. In the first sentence of the first paragraph, delete the word "Company."

2. At the beginning of the first sentence in the fifth paragraph, add the wording "For plant site locations, ".

e. **3.8.4 Maintenance**

1. Delete the last sentence of the last paragraph.

f. **3.8.8 Reports**

1. In sub-section (b), change the wording from "delivery of a completed trouble ticket to the Company's TNSD organization" with "completion of the repair".

g. **3.8.9 Performance Reviews**

1. In sub-paragraph (a) of the third paragraph, delete the wording "to the Company's TNSD organization."

h. **4.2 Project Management**

1. Replace the fourth paragraph with the following: "Following acceptance, RIMD and construction activities requiring Health Physics and/or Industrial Hygiene support shall be coordinated by the Contractor with the appropriate facility manager."

I. **Appendix 10**

1. Replace the first paragraph with the following: "Consoles shall be staffed Monday through Friday between the hours of 7 a.m. and 6 p.m. Staffing

levels for normal duty hours should be sufficient to handle approximately 28,000 calls per month. On holidays not mutually observed by the DOE and Company, staffing hours shall be from 7 a.m. to 6 p.m."

5. Attached are change pages with the aforementioned revisions to the technical specification and statement of work .

6. Attachment D "List of Government Furnished Property" is revised to add the following:

5. RIMD and Outside Cable Plant Work. Two bucket trucks with associated equipment and one hydraulic cable trailer for performing outside cable plant work. Equipment for RIMD support including two T-Berd test set with accessories; one TPI DDS Analyzer with accessories; one TPI BRI ISDN Analyzer with accessories; and one fusion splicer w/CT-07 cleaver and accessories.

SCHEDULE A - RIMD/M-R Services for Existing System

		ESTIMATED QUANTITY	UNIT PRICE PER HOUR	TOTAL PRICE
001B	Rate per hour for overtime (estimated to be 100 hours per month). Overtime hours are defined as:		$49.00	
	a) 10 pm - 6 am seven days a week.		$49.00	
	b) Swing shift w/o notification by previous Thursday.			
	c) Saturday and Sundays when work is not scheduled the prior week.		$49.00	
	d) MR during the off shift.			
			$49.00	
	No overtime shall be incurred without prior DOE approval.			
001C	Hourly rate for temporary additional technicians. (500 Hours per 12 month period.)		$44.70	
			$44.70	
			$44.70	
			$44.70	
001D	Perform Service Order Center operations as described in specification 3.8		$94,940	

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$19,970	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$ 12,412	

SCHEDULE B

003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996	
		K-25 Site	N/A
		X-10 Site	N/A
		Y-12 Site	N/A
003E	120 MO	Site Utility Pole Modifications - Lease Price	
		K-25 Site	$ 7,134
		X-10 Site	$ 3,486
		Y-12 Site	$ 12,618

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$137,535	

SCHEDULE B

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004A	Console operator services for the ORF-ICN. (See Appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$15,618	
004B	TMS Data Entry Operators. N/A Number of operators.		$N/A	
004C	Rate per hour for overtime. Overtime hours are defined as: a) 10 pm - 6 am seven days a week. b) Swing shift w/o notification by previous Thursday. c) Saturday and Sundays when work is not scheduled the prior week. d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$50.11	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$104,210	

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. **SEE SCHEDULE C**	N/A	$TBD

SCHEDULE B

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	
III.	1 LOT	Purchase of item 003 including all software. (Amount shall not exceed one-month's original payment amount for item 003.)	
IV.	1 LOT	Purchase of all equipment provided under item 005 at the end of term.	

SCHEDULE B

	QTY		TOTAL PRICE
V.	1 JOB	Price for removal of any new cable plant provided under item 003.	$TBD
VI.	1 SET	Additional System Telephone Features (See Section 3.3.1.14 of Specification Y/EN-2351)	$TBD
VII.	18 MO	Lease and maintenance for early delivery of the Company-use fiber triangle between Y-12, X-10, and K-25 per drawing D2E-145866 of Specification Y/EN-2351 for 18 months prior to the acceptance of the ORF-ICN. These costs shall be included as part of Item 003 for the remaining 120 months of the contract.	

In the event the foregoing options are exercised by the Government, they shall be exercised by written notice to the Contractor and modification to the original contract in accordance with the following schedule:

Option I - Anytime during the term of the contract.

Option II - 30 days prior to payment of the 120th lease payment.

Option III - 30 days prior to payment of the 120th lease payment of item 003.

Option IV - 30 days prior to payment of the 120th lease payment of item 003.

Option V - 30 days prior to payment of the 120th lease payment of item 003.

Option VI - Anytime during the term of the contract.

Option VII - 30 days after award with acceptance of the fiber 12 months after award.

3.3.13 Environmental Requirements

The ORF-ICN total system shall meet the requirements of this specification when operating with an external environment of:

Temperature	-30° F to 105° F
Relative Humidity	10% to 100%

3.4 SITE PREPARATION AND FIELD CONSTRUCTION

All construction activities shall be performed in accordance with Section 5.

Construction shall be provided for the following:

(a) Site central office facilities at K-25, X-10, Y-12, OSTI, and FB

(b) A control center (OICC) at the Y-12 Site Central Office

(c) A Company office area at the Y-12 Site Central Office

(d) An inter-plant trunk connecting the site central offices

(e) Remote module hub facilities where needed to support the system design

(f) Facilities to house demarcation equipment up to the MCR where needed

(g) MCR renovations in service buildings as needed

(h) Outside cable plant up to the MCR demarcation point, the inter-building special circuits end-to-end, and their associated facilities as needed.

(i) Facilities to house backup power equipment

(j) Shops, maintenance, storage, or other facilities needed to provide system operation in accordance with this specification.

(k) Construction as needed to support the outside cable plant for Townsite service buildings as listed in Appendix 2.

Acceptable locations and appropriate engineering data for these facilities are listed in Appendix 3. Unless otherwise approved by DOE, only these sites shall be used. Site central office locations are adjacent to the existing central office cable equipment at K-25, X-10, and Y-12. Requirements for DOE space at the Y-12 Site Central Office are listed in Appendix 7.

Site central offices shall be provided at K-25, X-10, Y-12, OSTI, and the FB in Oak Ridge. Remote module hubs shall be provided as necessary to support the system design.

The Contractor shall construct these facilities and provide all needed service extensions from existing DOE power, steam, chilled water, potable water, fire water, sewer, and other systems. The Company will make final tie-ins to existing systems. Drawings showing existing utility systems are listed in Appendix 1, Section 4. Connection to DOE fire alarm, public

address, and other alarm and control systems shall be as stated in Sections 3.3.4.2 and 5.2.4.5.

3.5 INSTALLATION

Plan for and provide all office space requirements for all phases of installation. Land for temporary offices for managers, engineers, and clerical people is available at the Y-12 site. Arrangements to use this land will have to be approved by and coordinated with DOE.

3.5.1 Pre-Installation Activities

Identify all key individuals associated with installation and indicate their responsibilities These individuals shall be responsible for the coordination and timing of the shipment and delivery of equipment to be installed. Pre-installation activities include ensuring that all buildings and existing equipment are ready for installation, all external circuits necessary to implement the ORF-ICN have been reserved from commercial carriers, and all equipment to be installed has been delivered and is accounted for. The following subsections explain these activities in greater detail.

3.5.1.1 Coordination With Commercial Carriers

Following approval by DOE, coordinate with commercial carriers to provide external circuits required to implement the ORF-ICN. If any existing circuits are made unnecessary by the ORF-ICN, coordinate their removal from service.

3.5.1.2 Installation of New Facilities and Services

Install new and reterminate all existing commercial facilities and services. This responsibility includes placing of the order, negotiating for service, verifying, testing and accepting of facilities, and connection of facilities to ORF-ICN components.

3.5.1.3 Removal of Old Facilities

Provide a listing of all cabling and equipment no longer to be used after cutover. Cabling abandoned in place shall be marked as such at both ends. DOE will determine what action shall be taken with respect to removal, abandon in place, or reuse by DOE of this equipment. All disconnected cable and equipment shall be left in place for at least 24 hours in order to enable prompt restoration of any lost services including those covered in section 3.5.1.4. Dispose of equipment which must be removed in order to install VDTS equipment as specified in Section 5.1.6.12.

Based upon the list of abandoned cable that is supplied by the Contractor, RIMD TWRs will be issued for removal of the cable as part of the normal RIMD responsibilities. This effort shall be coordinated with DOE/Company. Prior to removing the cable, verify that the cable is not in use. Cable shall be disposed of as directed by the Contracting Officer.

3.5.1.4 Unknown Special Circuits

There are existing Inter-building special circuits for which the end points are known and routing is unknown.

Cutover of known voice and special circuits may also affect these unknown special circuits. Each increment of work shall be coordinated with DOE and SCB in order to provide time to allow loss of services provided by the circuits to become known. The work shall be performed in a structured manner so that any disconnected special circuits can be reconnected in one hour. The reason for loss of service shall be determined and corrected prior to another cutover attempt.

3.5.1.5 Equipment Shipping and Handling

Provide off-site warehouse space to ensure proper storage of equipment. Provide all equipment handling activities on site, to include loading, unloading, packing, unpacking, inventory control, inspection, and security.

All components shall be packaged such that they are not damaged prior to installation. All off-the-shelf components shall be delivered in original manufacturers' containers.

3.5.2 Installation Activities

3.5.2.1 Equipment Installation

The installation of all equipment shall be completed without interruption of existing services.

Installation activities shall include the arrangement of voice switching components and termination blocks, the local storage of phone sets for distribution at cutover, coordination with the installation of and interface to transmission facilities, and the organization and labeling of cabling.

3.5.2.2 Transmission Facilities Installation

The installation of all transmission facilities required to support the ORF-ICN shall be provided. This effort shall be completed without interruption of service provided by existing transmission facilities during normal working hours, 7 a.m. to 5 p.m. weekdays. The Contractor shall submit to DOE for approval a schedule of affected areas at least 48 hours prior to the interruption of services.

3.5.3 Post-Installation Activities

Compile all "as-installed" drawings and cable plans, facilities records and equipment inventories, engineering documentation, and records of all installation activities.

Perform any necessary phone set surveys, etc. to provide users equivalent phone features at cutover as they have before cutover. The ESSX database is available to assist in this effort.

As installation is completed at each site, restore the original appearance to all premises disturbed during installation.

3.5.4 EMI/RFI Grounding

Ground equipment in a manner consistent with the ground used for the testing or verification of Section 3.3.6 and in accordance with Section 5.2.4.

3.6 CUTOVER

Cutover shall not begin until the training of Sections 3.7.1 and 3.7.2 has been completed, all documentation is complete, and all VDTS data base(s) are complete and accurate. Provide complete cutover of the ORF-ICN from existing systems.

Cutover shall occur such that no weekday 7 a.m. to 5 p.m. service is interrupted.

Cutover activities shall be performed at a time mutually agreed upon between DOE and the Contractor.

Any needed temporary tie lines shall be installed between the current systems and the ORF-ICN to maintain effective connectivity between all users. Also coordinate all installation of Common Carrier-provided trunks.

Ensure that all transmission facilities are cutover in time to support the communications requirements of the ORF-ICN. Install and test needed new inter-site, intra-site/inter-building, and intra-building facilities while existing facilities are still in use. Where existing facilities are to be used, cutover shall be coordinated with DOE and SCB to ensure minimum disruption of service.

There are some telephones that provide critical communications. Cutover of these telephones shall be coordinated with DOE representatives and be performed such that service is lost for less than 5 minutes per phone.

Do not deactivate existing cable until installation and testing of replacement cable is complete.

When transferring users from the existing system to the VDTS, provide each user with equivalent service at the time of cutover.

VDTS data bases shall be made available for DOE review prior to the pre-cutover test of Section 4.5.4.

Throughout pre-cutover testing and cutover, provide on-site personnel who have received sufficient training from the VDTS and FOTS original equipment manufacturer to operate, maintain, and troubleshoot the VDTS and FOTS.

After cutover, verify dial tone at each station. Place a call on phones randomly selected per MIL-STD-105 using General Inspection Level II, double sampling plan.

3.7 TRAINING

3.7.1 System Orientation and General User Training

Provide on-site training for up to 10 DOE/Company personnel on system orientation and features six months prior to cutover. The training provided shall be sufficiently detailed to provide necessary skills for these employees to be used as instructors for providing General User Training to the user community at the sites. The class shall provide training material and documentation. If the installation of the switch schedule permits, hands-on training should be incorporated into the class.

Provide a General User handbook for the DOE/Company use in training the user community. Provide a Right-to-Copy license to the DOE/Company to reproduce this manual for information and training purposes. The handbook shall be provided in electronic format. Provide handbook in both IBM WordPerfect for Windows (latest version) and Word for Macintosh (latest version) formats. Distribution shall be on CD ROM or 3.5 inch disk media.

Three months prior to cutover, 8 analog lines and 2 ISDN BRI lines shall be installed at a Company designated training location. This location will be used by DOE/Company personnel for end-user training. The Company will provide required station terminals.

3.7.2 Specialized Training

Provide description of available specialized training for Company's staff. The training shall consist of the manufacturer's approved training and shall cover administration, engineering, software, installation, and maintenance of all components of the ORF-ICN. The description shall include the course schedule, duration, and per-student cost.

3.7.3 Ongoing Training

Provide training and documentation updates as needed throughout the term of the contract to keep the Company personnel trained on System Orientation and General User Training up to date on new features, functions, maintenance, and other system changes.

3.7.4 Software Training

Provide a description of software training courses available for attendance by Company personnel. The description shall include the course schedule, duration, and per-student cost.

3.8 OPERATION AND MAINTENANCE

Unless otherwise specified, all requirements in this section apply to activities occurring after cutover.

3.8.1 Equipment and Services

All equipment, cabling, installation, construction, and other materials and services provided shall be in accordance with the requirements of this specification.

Refurbished equipment, such as telephones previously in use at other OORTS locations, shall be used in lieu of newly purchased equipment as long as the equipment meets the requirements of this specification.

Operation shall include provision for continued service in case of either Contractor or Company labor problems.

Monitor blocking and traffic load patterns, monitor changes in system and station feature assignments and usage, provide switch engineering services to determine what hardware and/or software changes should be made to provide service in accordance with this specification, or to minimize cost to DOE, and recommend to DOE what hardware, administrative, trunk line, and other changes should be made.

Provide operation and maintenance of equipment as shown on drawing D2E-145865.

3.8.2 General Requirements

Provide all maintenance and repair of all supplied materials, equipment, and software for the duration of the contract. This responsibility shall apply to any maintenance or repair required due to whatever reason. Supply all coordination, labor, hardware, equipment, and tools necessary to properly repair and maintain the ORF-ICN equipment.

Cost of building maintenance and utilities at K-25, X-10, and Y-12 shall be provided by DOE.

All construction activities required for operation, maintenance, or RIMD activities shall be performed in accordance with Section 5.

3.8.2.1 General Staffing Requirements

Assign a full-time Program Manager who has the complete authority to act in all related matters. This manager shall act as the primary point of contact between the Contractor and DOE and shall be located on-site.

Provide a dedicated on-site work force to perform all operating and maintenance services. This dedicated work force shall work exclusively on the ORF-ICN. Provide backup support and technical assistance for the proposed on-site work force on a priority basis, in the event that the on-site staff is unable to meet the current demands.

Any proposed changes to the on-site staff shall be subject to DOE review and approval.

If the Contractor experiences temporary shortages of manpower, DOE shall be provided straight time hours equivalent to a full workforce complement. DOE shall not be required to request overtime rate service to maintain schedules that a full complement of manpower would otherwise be able to maintain.

3.8.2.2 Design Assistance

Provide design assistance capability via access to technical resources and personnel on a priority basis whenever conditions or projects arise that are beyond the capability of on-site personnel.

The design assistance staff may be required to make site or field visits to plan and implement assigned projects.

Technical resource personnel shall have completed certified training by the VDTS original equipment manufacturer and shall have access to VDTS original equipment manufacturer technical personnel.

3.8.2.3 VDTS Staffing

Provide personnel experienced in the various equipment composing the ORF-ICN. Provide all personnel required to operate and maintain the ORF-ICN 24 hours a day, year round.

Personnel shall be trained by the original equipment manufacturer as a minimum.

Attendant console operators shall be provided by the Contractor. Duties and responsibilities are specified in Appendix 10.

3.8.3 Relocation, Installation, Modification, Disconnection, Maintenance and Repair (RIMD M/R)

At the award of the contract, provide services per the Statement of Work (Supplement) (SW-TNS-001). After cutover of the ORF-ICN, provide equivalent RIMD M/R service for all existing equipment, all miscellaneous equipment described in Appendix 8 of this specification, and the equipment shown as the Contractor's responsibility on drawing D2E-145865.

See Appendix 9 for historical information concerning RIMD activities.

In addition to RIMD services described, provide cable additions, cable removal (see Section 3.5.1.3), cable locating, cable rerouting, and cable rearrangements, and/or replacement as needed for both the copper and fiber optic cable plants installed by the Contractor.

Provide a lead role in planning and coordinating RIMD M/R services during cutover and describe how RIMD M/R services will be coordinated with DOE and Company personnel and SCB in the Cutover Plan of Section 4.4.3.4. Identify responsibilities and actions to be taken for all organizations and personnel.

Describe how RIMD M/R services after cutover will be coordinated between the Contractor and DOE in the Operations and Maintenance Plan of Section 4.4.3.5. This plan shall provide for equivalent service as defined in the Statement of Work #SW-TNS-001. Identify responsibilities and actions for all organizations and personnel. After DOE approval, the Operations and Maintenance Plan shall serve as the day-to-day working agreement between the Contractor and the DOE.

3.8.3.1 General

Perform all RIMD M/R activities as required by service orders or trouble tickets received throughout the term of the contract.

The Company's normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays observed by the DOE/Company. It is expected that the Contractor will

perform RIMD activities during normal work hours. The Contractor shall also provide RIMD coverage from 6:00 a.m. to 10:00 p.m. Sunday through Saturday, without incurring overtime, provided DOE notifies the Contractor by Thursday of the preceding week.

RIMD service may be performed outside the Company's normal business hours for the Contractor's convenience without additional charge. However, all work outside the Company's normal business hours shall be approved by DOE/Company in advance.

Perform only RIMD M/R work directed by service orders unless changes are coordinated and agreed to by DOE. Changes in the field, other than required for ORF-ICN maintenance, without concurrence from DOE shall not be permitted.

The Contractor shall perform RIMD in a manner to minimize completion time of each TWR. Due dates will be assigned at the time the Contractor receives the TWR service request. Generally, TWRs shall be completed within three days based on the monthly average of TWRs performed that month. No TWR shall require more than five days to complete without prior DOE/Company approval. Expedited TWRs may be requested and shall be completed within the due date requested.

DOE has the right to inspect and test all equipment and services provided or performed as part of RIMD M/R activity. DOE will perform inspections and tests in a manner that will not unduly delay the work.

Provide all necessary equipment and tools to satisfy RIMD M/R service requests as well as cable locating and marking as required. Locating and marking of ORF-ICN cables shall be provided as part of normal RIMD operations. Primary requests will be from Tennessee One Call for cables outside of Governemtn property. Locating ORF-ICN cables buried within the DOE reservation will also be required when requested by DOE.

Each telephone instrument shall be provided with a minimum ten-foot mounting cord equipped with connectors.

3.8.3.2 Equipment Installation

Provide material items such as straps, staples, screws, and other incidental hardware.

Inspect all equipment before installation and test prior to placing into service to ensure physical and functional conformance to the manufacturer's specifications and after placing into service to ensure proper performance.

Inform DOE in writing of any special site preparation activities that must be accomplished before an installation activity can be initiated. Any site preparation required for proper equipment operation such as commercial power, grounding, conduits, or environmental requirements will be coordinated through DOE. DOE will provide tie-in to existing systems at the K-25, X-10, and Y-12 Sites.

Inform DOE whenever installation activities will result in degradation of service.

Use of DOE owned and/or controlled excess distribution facilities upon verification of the usable condition of the facilities is acceptable. This includes reuse of DOE owned/controlled duct, cable trays, and building and station cabling. Use of any DOE-provided facilities or reuse of

cable shall not relieve the Contractor of responsibility for the performance requirements of this specification.

3.8.3.3 Wiring/Cabling and Assignment Requirements

Responsibility for wiring and cabling begins at the demarcation point as designated by DOE and other common carriers. In those instances where a demarcation point has not been established or is questioned, work with the appropriate organizations to establish the demarcation point.

All wiring or cable work shall include materials and the necessary supporting electrical protection, grounding and terminating hardware, equipment, backboards and tools, necessary to provide full operational service.

3.8.3.4 Removal Requirements

Except as needed for maintenance, equipment shall not be removed unless authorized by a service order or trouble ticket. Removal shall include all labor, tools, and incidental parts or materials necessary to remove equipment, cabling, or other items from a location specified by the Service Order or to correct problems reported on a trouble ticket.

Equipment removals shall not adversely affect other equipment and services.

A tag shall be applied to removed equipment that identifies its physical and operational condition.

Removed items which are reusable shall be fully inventoried and stored by the Contractor at a location provided by the Contractor. DOE will provide on-site space at each site as a staging area to temporarily store equipment in transit between the field and the permanent storage location(s). These staging areas will also be used to collect equipment for bulk contamination checks before removal from a particular site.

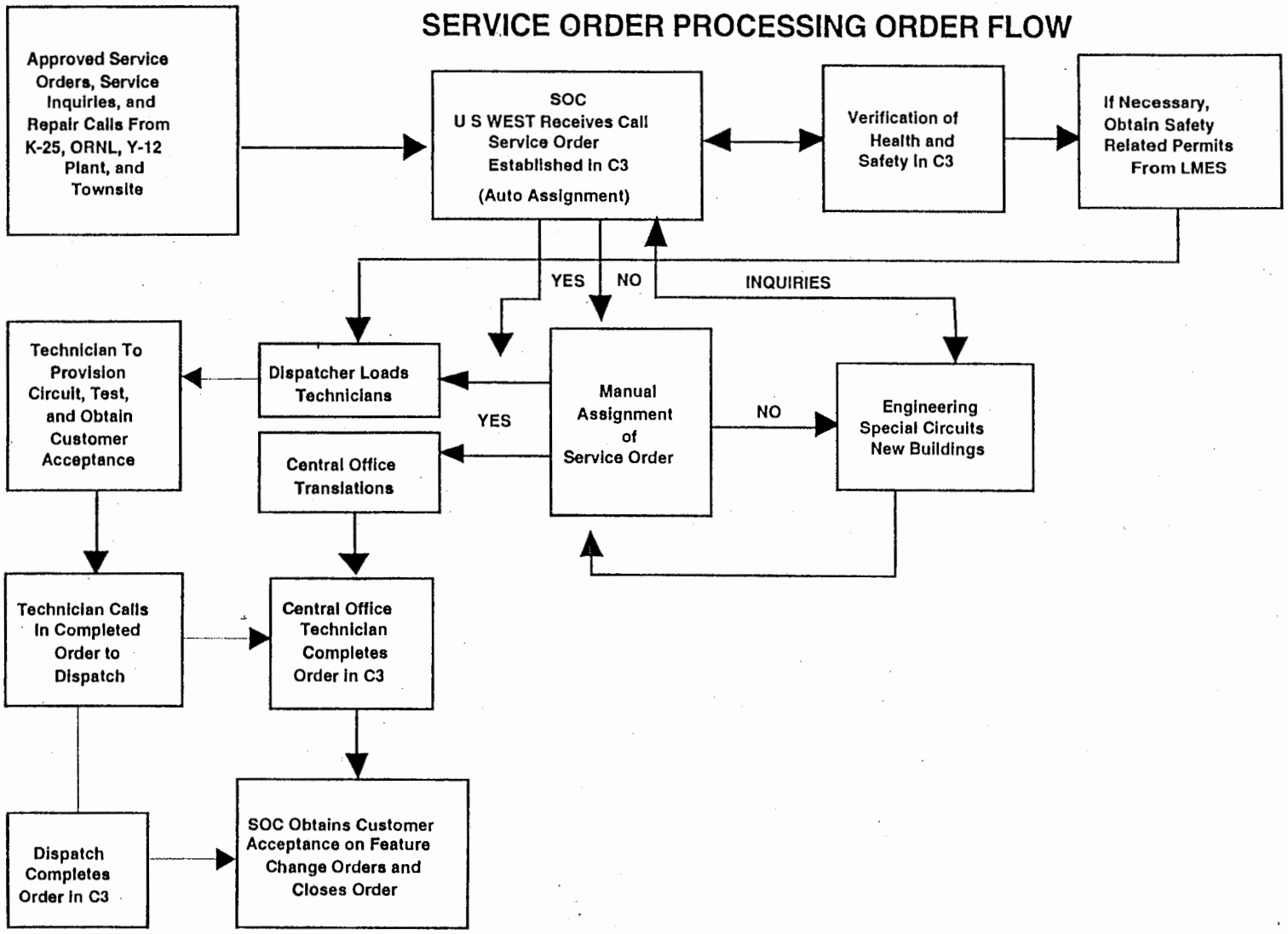
For plant site locations, any equipment removed from use is subject to the Company's special health physics inspection procedures prior to removal and reuse. These inspections will be performed by Company personnel. Provide coordination with Company personnel such that these procedures are properly executed.

Prior to performing work, notify the Company of any work required to surrounding facilities or equipment as a result of equipment removal. Take sufficient precautionary measures to ensure that no disturbance is made to the surrounding facilities. If restoration work results from the negligence or improper job performance, as judged by DOE, the DOE may require rework outside the Company's normal business hours at no additional cost to the DOE.

3.8.3.5 RIMD Service

RIMD M/R work shall be entered by the Contractor on a Telecommunications Work Request (TWR). The Contractor shall complete all facets of the service order center function from verifying an order is valid to follow up with the customer after the completion of the order. Reference the following flow chart which depicts the Contractor activities.

SERVICE ORDER CENTER
SERVICE ORDER PROCESSING ORDER FLOW



The Contractor is responsible for receiving calls, entering the TWRs, notifying the customer of due date, performing all duties required to complete the service order, and following up with the customer after the work is complete. This includes, but is not limited to, analyzing customer requirements and resources; Engineering design; recommending reasonable, cost-effective, timely alternatives; coordinating all needed material, equipment, and permits; and providing end user training. Health and Safety support shall be coordinated by the Contractor and be provided by the appropriate personnel, i. e., the Company Health and Safety or the appropriate facility manager. It is the Contractor's responsibility to ensure that they have coordinated for all items necessary to complete the job within the required number of days.

Some service orders will not require technician activity and will result in service order numbers greater than the number of required RIMD jobs. These orders include switch feature updates, directory changes, and customer/service information updates. These orders do not count toward the contractually obligated activities for RIMD. The Contractor is responsible for entry of all services requests.

3.8.3.6 Fiber Optic Installations

Fiber optic service requests will be placed by the Company for installation of fiber pulls within the plant sites. All installations will be overhead pulls or through existing conduit. Each installation will require a Company approved design and material estimate from the Contractor. The Contractor will provide the Engineering design. The fiber optic cable supplied by the Contractor shall be in accordance with requirements of specification Y/EN-2351 and specified for outside use. Installations of fiber optic cable will be presented to the Contractor with an approved design and a projected due date. Terminations and connectors must be in accordance with Y/EN-2351 unless approved by DOE. Each installation must be completed by the date requested. Deviations from this date must be approved by DOE/Company.

This Space Left Blank Intentionally

3.8.4 Maintenance

Provide all required labor and materials and arrangements with original equipment manufacturer to supply preventive and corrective maintenance services (including software) specified in this section and to maintain operation in accordance with this specification.

All system upgrades and system maintenance must be performed in a manner that shall not interfere with system operation during the standard work period or during other work periods specified by DOE under special circumstances. DOE shall be notified prior to performing any maintenance activity which will cause degradation of service at any time. Describe the work to be performed, the degradation to be caused, and the expected time duration.

Maintain all hardware and software at the most current revision level. All Engineering Change Notices (ECNs) and other revision information shall be provided to DOE for review.

Maintenance shall be divided into four categories: Preventive, Routine Corrective, Urgent Corrective, and Emergency Corrective. Response time for each maintenance category are listed below. Completion of each repair shall be reported by telephone call to the appropriate Company trouble desk within 1 hour of repair completion.

3.8.4.1 Preventive Maintenance (PM)

Preventive maintenance is that which is performed to prevent a failure from occurring or to reduce the impact of a failure. As a minimum, preventive maintenance shall address all items recommended by the original equipment manufacturer. Examples of preventive maintenance are:

- Checking battery cables for corrosion
- Checking level and condition of wet cell batteries
- Cleaning and adjustment of contacts on relays
- Checking trunks
- Checking critical components (on-line maintenance tests)
- Checking and cycling of backup systems (Central Processing Unit [CPU], power)

For each item, maintain records of the maintenance frequency, the date the maintenance was last performed, and any performance comments. Review preventive maintenance actions and modify them as necessary to provide operation in accordance with this specification.

3.8.4.2 Routine Corrective Maintenance (RCM)

RCM is defined as maintenance required to restore any failure that affects 24 or fewer lines or stations.

The response time shall be no more that 1 hour during any regular work day between the hours of 7:30 a.m. and 4 p.m. After these hours and on weekends and holidays, the response time shall be no later than 9 a.m. on the next regular work day.

When an RCM repair activity cannot be completed within the specified response time with the availability specified in Section 3.3.9.1, it shall be automatically upgraded to the Urgent Corrective Maintenance (UCM) category unless otherwise authorized by DOE.

Review routine corrective maintenance actions for trends and take actions necessary to prevent reoccurring failures from causing operation not in accordance with this specification.

3.8.4.3 Urgent Corrective Maintenance (UCM)

UCM is defined as maintenance required to restore any failure affecting 25 to 100 lines or stations or complete loss of service to any Townsite building. All UCM activities shall continue until the malfunction is cleared unless otherwise directed by DOE.

Response time shall be no more than 1 hour.

When a UCM activity cannot be completed within the specified response time with the availability specified in Section 3.3.9.1, it shall be automatically upgraded to the ECM category unless otherwise authorized by DOE.

Review urgent corrective maintenance actions for trends and take actions necessary to prevent recurring failures from causing operation not in accordance with this specification.

3.8.4.4 Emergency Corrective Maintenance (ECM)

ECM is defined as maintenance required to restore any failure affecting 101 or more lines, recover from a catastrophic failure as defined in Section 3.3.9.1, or to restore any line or service as follows:

(a) Equipment serving any site or DOE Emergency Operations Center or Guard Headquarters operations.

(b) Attendant positions and circuits serving radio paging systems or other public address or paging systems.

(c) 911 service.

(e) Seventy-five lines and systems serving key management personnel. These lines and systems will be identified after award of contract by DOE.

(f) Service outages designated on an ad hoc basis. Presently, approximately 10 calls for ECM are made each month.

All maintenance resources shall be focused on ECM activities, and restoration efforts shall be around the clock until the malfunction is corrected unless otherwise directed by DOE.

Response time shall be no more than 1 hour.

3.8.4.5 Software Maintenance

Provide maintenance service for all software products required by this specification. The software maintenance service shall provide software updates and software documentation updates, patches to resolve known problems, and telephone support as a minimum. If more than one copy of any software product is needed, the additional copies shall be provided with right-to-copy licenses and corresponding maintenance service.

Provide maintenance within the principal time period of 7:30 a.m. to 4 p.m. Monday through Friday with a maximum response time of 45 minutes.

Provide on call off-shift software maintenance support with maximum response time of four hours.

Any subcontract for maintenance of the system software shall require prior approval by DOE.

3.8.5 Diagnostics

Provide diagnostic programs to check the operation of both hardware and software. System exercisers shall be provided to test general purpose software and compare results with known answers and shall log all discrepancies. These exercisers shall run while normal operations proceed. Hardware diagnostic programs shall be provided to perform stand-alone checks of peripheral functions and to isolate faults to the malfunctioning component.

Provide a full set of off-line diagnostics and trained technicians to use it. These diagnostics shall fully exercise hardware and software functions and isolate faults down to the board, software module, peripherals (terminals and printers), or the lowest line replacement unit (LRU).

3.8.6 Logistics Support

Provide a materials management function to include ordering, shipping, receiving, and inventory management of the equipment and spare parts required to operate and maintain ORF-ICN on a daily basis.

Replacement parts shall be new, original manufacturer's parts.

Stock sufficient equipment and materials to maintain operation and performance in accordance with this specification.

Except for where the Contractor is the original manufacturer, minimize the use of equipment for which there is less than two suppliers.

Develop and maintain throughout the term of the contract a list of all sole-source material and equipment items, their source of supply, and their delivery times after receipt of an order.

Obtain written sourcing agreements from all sole source contractors or suppliers who provide hardware or software.

3.8.6.1 Supply Times

Provide spare parts for the ORF-ICN which will support the response times specified herein. During normal conditions, provide spare parts on-site within 14 days of their requisition. Under priority conditions, the spare parts shall be provided on-site within 72 hours of their requisition. A priority condition is defined as a situation where the number of on-site spares of a given part has dropped below its recommended spare level. Under emergency conditions, ship the spare part(s) to DOE site(s) within 24 hours of their requisition. An emergency condition is defined as a situation where a failure has occurred, and the spare parts required to correct the failure are not available on-site.

3.8.6.2 Transportation

Provide shipment of spares to the site and defective parts from the site. Exact intra-site locations of shipments shall be agreed upon with DOE. In addition, provide for the shipment of necessary equipment both to and from the site. This transportation responsibility shall include provisions for overnight delivery. Pre-addressed shipping containers shall be provided to the site and shall be constructed in such a way as to minimize any possible damage to equipment.

3.8.6.3 Equipment Handling

Provide for handling of all ORF-ICN equipment including loading, unloading, packing, unpacking, inventory, inspection, and security.

3.8.6.4 Parts Storage

Provide storage of all equipment and spare parts. Provide a list of spare parts with recommendations as to which parts will be stored off-site and which parts should be stored on-site. Once it has been determined which parts shall be stored on-site, provide and replenish the quantity of spare parts required to maintain the appropriate stock level.

3.8.6.5 Protection of DOE Property

Provide appropriate protection and care of DOE property to prevent damage, loss, or theft. Report in writing to DOE all pertinent information relating to each instance of damage to DOE property. If DOE elects to conduct an investigation of the accident, cooperate fully and assist DOE until the investigation is complete.

3.8.7 Billing

See Request for Proposal for details.

3.8.8 Reports

Monthly reports shall be provided and shall include:

(a) Status of open TWRs and summary of service orders completed during the month. Summary shall include at a minimum the number of RIMD jobs, M/R jobs, pulls, and refurbishments along with any overtime associated with each category.

(b) Corrective maintenance statistics report containing type of trouble, repair time, and the average time from initial indication of a problem to the completion of the repair for RCM, UCM, and ECM maintenance activities.

(c) Network loading and traffic data.

(d) System availability as defined in Section 3.3.9.1.

(e) Preventive maintenance actions.

(f) Itemized list of refurbished and new equipment in stock.

3.8.9 Performance Reviews

DOE shall evaluate the Contractor's performance on a quarterly basis. Formal performance reviews shall be conducted between DOE and the Contractor's on-site program manager and staff.

Track and report on all DOE-identified performance deficiencies until they are corrected. All action items shall be recorded and addressed at subsequent meetings until the action item is closed.

Propose performance review procedures such that DOE can track actual performance versus planned performance for all aspects of operation. In so doing, include sample reports that will be used to record performance data. Performance evaluation shall include the following major areas:

(a) The average time from initial indication of a problem to the delivery of a completed trouble ticket, system availability, and outstanding service orders.

(b) Switch engineering services provided to maintain acceptable service as traffic load patterns change.

(c) Switch engineering services provided to resolve problems with bandwidth utilization and capacity.

4.0 QUALITY ASSURANCE

4.1 QUALITY ASSURANCE PROGRAM PLAN

This plan shall describe the program to be used for ensuring quality of performance on activities required by this specification including design, manufacture, acceptance, shipping, project management, construction, installation, cutover, operation, maintenance, repair, and service.

The plan shall describe the Quality organization which is responsible for all quality activities and show how it will execute responsibilities for ensuring inspections and tests are performed and that documentation is performed in accordance with this specification.

The quality program used shall include the following features:

(a) The Contractor's Quality Assurance (QA) organization which is independent of the design and manufacturing organizations.

(b) All inspection and test reports certified by the QA organization.

4.2 PROJECT MANAGEMENT

Upon award of the contract, DOE will designate the interfaces with the Contractor's project management for total administration of the project.

Unless otherwise specified, the requirements of this section apply only to activities up to and including cutover.

For activities through acceptance, designate an overall project manager; an Environmental Officer (per Section 5.1.3.9.1 (b)); and a separate site supervisor for each of the sites--K-25, X-10, Y-12, and Townsite as a minimum. These personnel shall be located on-site and shall be dedicated full-time to this project.

Following acceptance, RIMD and construction activities requiring Health Physics and/or Industrial Hygiene support shall be coordinated by the Contractor with the appropriate facility manager.

Provide resumes for the designated personnel. Changing the overall project manager or the site managers shall require DOE approval.

All personnel performing project management, design, installation, construction, or other activities needing access to DOE facilities shall be subject to the administrative security requirements in Section 5.3.

The project management team shall meet with DOE's team at least monthly to coordinate task efforts and ensure the successful completion of all tasks. The purpose of these meetings is to provide continuing confidence that project activities are proceeding according to plan or deviations from plans are being identified, discussed, and resolved.

Provide monthly reports to be used in preparation for the monthly review meetings. Describe all activities scheduled for the following month. Indicate progress with respect to the overall project schedule. Identify problem areas encountered and action items needed.

4.3 DESIGN REVIEW

System approval shall consist of written DOE approval of the Final System Design Report described in Section 4.4.1.

Facilities construction design approval shall be in accordance with Section 5.2.1.4.2.

4.4 DOCUMENTATION

Provide documentation for DOE information, review, approval, or certification as prescribed by Section 4.4.12 and 4.4.13 of this specification. Once the documentation is accepted by DOE, it shall be used unless revisions are submitted and approved by DOE via formal revision, resubmittal, and reacceptance by DOE.

The Preliminary System Design Report shall include descriptions addressing Section 4.4.1 Items 1 through 7, 9 through 14, 16, 20, 21, 22, 25, 26, 27, 31, and 32. All other preliminary documents required by Section 4.4.12 shall address each item discussed in the

referenced section of the specification to the extent possible without detail site inspections. These preliminary documents are expected to be the basis for final documents submitted for DOE approval after contract award.

4.4.1 System Design Report

The System Design Report (SDR) shall consist of text and system diagram drawings similar to drawings D2E-145866, D2E-145865, and D2E-145907.

All assumptions used in designing and sizing the facilities supporting the VDTS (including FOTS) shall be explicitly stated.

The document shall identify and describe the following:

(1) The interconnection and operation of all VDTS (including FOTS) equipme

(2) All cabling needed for interconnection of VDTS (including FOTS) equipment.

(3) Cabling, equipment, and connection methods to be used for special circuits.

(4) Cabling and equipment needed for connection to the Company's Modem pool.

(5) Cabling and equipment needed for connection to the outside exchanges of Section 3.2.1, the TMS, and the monitoring console.

(6) Location, manufacturer, and model number of all VDTS equipment (including cable connection and input/output boards).

(7) Equipment room, storage area, shops office areas, and other needed space locations and requirements for floor space; power; grounding; and heating, ventilating, and air conditioning for each.

(8) Location, manufacturer, and model number of all cable plant equipment such as amplifiers, repeaters, power supplies, lightning arrestors, patch panels, termination blocks, etc.

(9) Processors and peripheral equipment needed for the VDTS control system including model number and manufacturer.

(10) Any redundant processors, backup cabling systems, battery backup power supplies, Uninterruptable Power Supplies (UPS), or other provisions necessary to meet the specified requirements. Specify size, type, hour rating, location, and other pertinent parameters.

(11) Connection method of all control consoles, attendant consoles, and any other system control equipment.

(12) Cabling and connection design (including power) for digital telephones.

(13) VDTS management and control features such as equipment failure alarms, system usage statistics, remote reset capabilities, status monitoring, graphic displays provided, and method for making moves and changes.

APPENDIX 10

OPERATOR DUTIES AND RESPONSIBILITIES

Consoles shall be staffed Monday through Friday between the hours of 7 a.m. and 6 p.m. Staffing levels for normal duty hours should be sufficient to handle approximately 28,000 calls per month. On holidays not mutually observed by DOE and Company, staffing hours shall be from 7 a.m. to 6 p.m.

Below is the current breakdown structure of Operator Service:

7:00 a.m. to 3:00 p.m.	Console Attendant
7:30 a.m. to 3:30 p.m.	Chief Console Attendant
8:00 a.m. to 4:00 p.m.	Console Attendant (Serves as relief)
8:30 a.m. to 4:30 p.m.	Console Attendant
11:00 a.m. to 7:00 p.m.	Console Attendant

Weekend assignments are rotated among the Console Attendants with the Chief Console Attendant providing backup coverage.

Console Attendant's duties include, but are not limited to, the following:

(a) Coordination with the Contractor's supervisors and technicians concerning services, maintenance, and repairs.

(b) Informs the DOE/Company of events or situations that may require further management notification to alleviate potential problems and effectively manage events.

(c) Provides timely and efficient service in processing information or assistance calls.

(d) Prepares call telephone account cards for all calls that go beyond the local calling rate area that are completed through the consoles by the Attendants on behalf of the users for certification, verification, and accountability of charges against the government account.

(e) Assists telephone users in placing person-to-person, collect, and credit card calls. Arranges special assistance and conference calling requirements. Furnishes organizational, functional, and individuals telephone numbers.

(f) Handles intercept calls which are customer calls to disconnected or changed numbers. Refers callers to the various sites and agencies in an attempt to satisfy an information inquiry.

(g) Maintains the alphabetical telephone directory database. Incorrect listing information is corrected.

(h) Posts changes to the organizational, functional, and emergency directories and forwards to the Company for formal master directory formatting.

(i) Responds to emergency situations or conditions that arise by following prescribed procedural guidelines as well as independent judgment.

(j) Performs call trace procedures. Emergency Call Trace is used to identify the origination source of a call placed over the public switched telephone network.

(k) Executes actions as directed by DOE/Company security to render certain telephone lines, circuits, etc., inoperative under an Emergency Crisis Management Situation (CMS).

(l) Maintains listings of special telephone numbers, circuits, etc., that are designated as requiring emergency status treatment.

(m) Initiates emergency operations including activation of the Foreign Exchange Emergency Backup System.

(n) Notifies and keeps informed DOE/Company Security Organizations during emergency situations or conditions.

(o) Receives trouble calls from users concerning equipment and/or services, records the information, and directs repair personnel to restore service.

STATEMENT OF WORK

1.0 SCOPE

This specification provides requirements for relocation, installation, modification, disconnection, maintenance, and repair (RIMD M/R) activities on the existing telephone system for the interim period between award and acceptance of the Oak Ridge Federal Integrated Communications Network (ORF-ICN). The Contractor shall provide telecommunications services for the RIMD M/R of terminal and ancillary equipment as specified in Appendices 2-4 of this document and Appendices 2 and 8 of Specification Y/EN-2351. Service shall be provided for all changes in equipment quantities that occur during the procurement process as well as during the duration of the contract. Martin Marietta Energy Systems, Inc., hereafter referred to as the Company, administers and manages the Official Oak Ridge Telephone System (OORTS). An overview of the OORTS is presented in Appendix 6. A list of firms under contract with DOE using the OORTS is included as Appendix 7. The Contractor shall provide the training needs required by the Contractor's personnel to meet all applicable Local, State, National, and Government Environmental, Health and Safety guidelines. Training requirements that are unique to the Company will be provided to the Contractor's personnel at no expense to the Contractor. Included within the scope of services required is Attendant Console coverage for DOE. The Company shall provide any specialized equipment necessary for the proper installation of the ES1-1.13 Wiring Standard. The Contractor shall provide all other basic tools and equipment required to complete the RIMD M/R activities.

The equipment and services involve, but are not limited to, the following basic telecommunications categories:

(a) Terminal equipment items such as telephone instruments, 1A2 and electronic key system stations, Merlins, speakerphones, line status indicators, call directories, modems, and local paging and public address systems (see Appendix 2). Equipment that has been registered with the Federal Communications Commission (FCC) for direct connection to the long distance message network.

(b) Ancillary equipment consisting of external bells, buzzers, buttons, horns, amplifiers, speakers, handset cords, mounting cords, etc.

(c) Requirement Deleted.

(d) Building distribution facilities--cable wiring from a serving distribution terminal or other demarcation point to a modular connecting block.

(e) One AT&T System 75 digital PBX, described in Appendix 4, and one AT&T system 75 PBX which functions primarily as an intercom system. This shall include all associated ancillary equipment including a voice tape recorder, access to two public address systems, and two attendant consoles.

(f) Standard Building Wiring Plan for unclassified voice and data services adopted by the Company for new buildings and in remodeling existing buildings (see Appendix 5).

(h) RIMD of the aforementioned equipment.

(i) Maintenance and repair of the aforementioned equipment and systems.

(g) Requirement Deleted.

A single point of contact by the Company has been established, hereafter referred to as the Telephone Network Services Department (TNSD). All service order activity shall be coordinated through this department unless otherwise directed by DOE.

Refer to Y/EN-2351 (Section 5.3) for the security requirements addressing work on the DOE sites.

2.0 CODE COMPLIANCE

All appropriate national consensus standards, building codes, federal and state government regulations and standards, and local codes and regulations shall be complied with. All work shall conform to accepted telephone installation and repair practices and specific practices of the manufacturers of the equipment and materials used.

Additional applicable references are listed in Appendix 1 of this document.

3.0 SERVICES

All RIMD M/R work shall be entered by the Contractor on a Telecommunications Work Request (TWR). Provide RIMD M/R support as defined in Y/EN-2351 Section 3.8.3.5. A single TWR for RIMD work may consist of, but is not limited to, one of the following activities: relocating, installing, modifying, or disconnecting a single telephone number requiring a premise visit. A M/R TWR may consist of maintenance/repair resulting from a single problem requiring a premise visit to restore user's services. The Contractor shall complete the work requested on the TWR and provide to the Company detailed monthly information on each TWR worked based on the TWR number. Service orders for large jobs will be broken down into multiple orders where possible in order to provide the Contractor the capability to complete the work in stages. Due dates for expedited orders will be handled on a per job basis. All TWRs for RIMD M/R will be provided to the Contractor by the quickest means possible in order to meet the time frames of service defined in this document.

3.1 Relocation, Installation, Modification, and Disconnection (RIMD)

3.1.1 Scope

RIMD service shall be provided for all items identified in Appendices 2 - 4 of this document and Appendices 2 and 8 of Specification Y/EN-2351. The Contractor shall provide material items such as straps, staples, screws, and other incidental hardware. Appendix 8, RIMD TWR Activity, provides information of past activity.

The Contractor shall clean and remove all scrap wire, discarded wire casings, solder droppings, equipment boxes, wrappers, etc., from all working environments--inside and outside areas. Work performed in communications closets, main and satellite communications rooms, demarcation block connecting locations, office areas, and outside work areas shall be performed in a neat and orderly fashion to facilitate reentry and repair.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A028	See Block 16C	05-98OR21965.001	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U. S. Department of Energy General Acquisitions Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 188 Inverness Drive West Suite 600 Englewood, CO 80112		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Item 001 8202 ORUO $1,000,000

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

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

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $1,000,000. This brings the total obligations to date to $20,034,855.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/9/97

NSN 7540-01-152-8070 30-105 **STANDARD FORM 30**
PREVIOUS EDITION UNUSABLE Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A029	See Block 16C	05-98OR21965.002	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 001 8202 ORUO $15,000,000

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

The purpose of this modification is to obligate funding for item 001 in the amount of $15,000,000. This brings the total obligations to date to $35,034,855.11.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/24/97

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A030	See Block 16C	05-98OR21965.003	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Item 007 X050/39AF99 PRN94E201000900 ($933,982.50)

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
Mutual Agreement of the Parties

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

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

The purpose of this modification is to deobligate funding for item 007 in the amount of ($933,982.50). This brings the total obligations to date to $34,100,872.61.

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
James A. Reed Program Manager	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR James A. Reed *(Signature of person authorized to sign)*	15C. DATE SIGNED 2/6/98
16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 2/6/98

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR. ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A031	See Block 16C	05-98OR21965.004, .005 & .006	

6. ISSUED BY CODE

U. S. Department of Energy
General Acquisitions Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See page 2 (net increase of $40,000)

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ____ copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
James A. Reed Program Manager	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR James A. Reed *(Signature of person authorized to sign)*	15C. DATE SIGNED 4/16/98
16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/16/98

The purpose of this modification is to deobligate funding from the 8202 program B&R and reobligate the funding to the correct program as shown below. The net effect is an increase in funds in the amount of $40,000. Accordingly, the contract is modified as follows:

1. Deobligate funding in the amount of ($1,761,099.45) from B&R code 820201 ORGO and obligate funding in the amount of $1,801,099.45 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
820201 ORGO	($1,761,099.45)	.004 & .006
AH21; FA1010203	$ 493,400.00	.004
AH21; DP0511070	$ 53,000.00	.004
AH21; EW1001203 ADSOR1000PD	$ 112,000.00	.004
AH21; KK0501203	$ 40,000.00	.004
AH21; DP0514030	$ 15,699.45	.004
X015; AF9905	$ 100,000.00	.004
820201 ORHO (ORAU)	$ 460,000.00	.004
YN1901 39OR	$ 410,000.00	.004
400402000 AGRATDD93-1	$ 7,000.00	.004
TA21 LA0620000	$ 45,000.00	.004
DP0401016 OR8091	$ 40,000.00	.005
400402000 AGRATDD93-1	$ 25,000.00	.006
Net Total	$ 40,000.00	

2. The total obligations to date is hereby increased by $40,000 to $34,140,872.61.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M032	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties, P.L. 95-91, and Changes Clause FAR 52.243-4 (AUG 1987)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
James A. Reed Program Manager	Jeffrey R. Burgan Contracting Officer

15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
James A. Reed *(Signature of person authorized to sign)*	5/29/98	BY Jeffrey R Burgan *(Signature of Contracting Officer)*	5/29/98

The purpose of this modification is to definitize change orders 18, 37, 83, 102, 108, 114, 126, 127, 136, 142, 143, 144, 145, 146, 147, 153, 156, 163, 165, 167, 171, 192, 239, and 255. Accordingly, the contract is modified as follows:

1. Change orders 18, 37, 83, 102, 108, 114, 126, 127, 136, 142, 143, 144, 145, 146, 147, 153, 156, 163, 165, 167, 171, 192, 239, and 255 are definitized in the amount of $316,178. The allocation of this amount is as follows: item 002 ($4,400), item 003 ($2,243), item 003B $175,622, item 007 $46,663, item 007A $19,530, item 007B $49,551, and item 007D $31,455.

2. As a result of all change orders affecting the TMS Lease, as well as the MOU and settlement regarding the change out of the TMS software, decrease item 002 unit price by ($1,122) from $19,970 to $18,848 and the total price by ($134,640) from $2,396,400 to $2,261,760. As a result of the aforementioned change orders decrease item 003 by ($2,243), increase item 003B by $175,622 from $857,396 to $1,033,018, increase item 007 by $46,663 from $3,231,719 to $3,278,382, increase item 007A by $19,530 from $549,932 to $569,462, increase item 007B by $49,551 from $228,022 to $277,573, and increase item 007D by $31,455 from $188,658 to $220,113. Attached are change pages to the contract reflecting these revisions.

3. As a result of the Government paying for all the pole modification work per line item 003D, line item 003E, which permitted the Government to pay via lease for the pole work, is deleted in its entirety.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's change orders 18, 37, 83, 102, 108, 114, 126, 127, 136, 142, 143, 144, 145, 146, 147, 153, 156, 163, 165, 167, 171, 192, 239, and 255 "proposals for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment".

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$16,316	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$58,898	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$ 12,412	

SCHEDULE B

003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996	
		K-25 Site	N/A
		X-10 Site	N/A
		Y-12 Site	N/A

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$137,535	
004A	Console operator services for the ORF-ICN. (See Appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$15,618	

SCHEDULE B

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: a) 10 pm - 6 am seven days a week. b) Swing shift w/o notification by previous Thursday. c) Saturday and Sundays when work is not scheduled the prior week. d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$50.11	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$104,210	

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. **SEE SCHEDULE C**	N/A	$TBD

SCHEDULE B

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
007	1 JOB	Purchase of Y-12 Site structure.	N/A	
007A	1 JOB	Purchase of K-25 Site structure.	N/A	
007B	1 JOB	Purchase of X-10 Site building improvements.	N/A	
007C	1 JOB	Purchase of Federal Building building improvements.	N/A	
007D	1 JOB	Purchase of OSTI building improvements.	N/A	

OPTIONS

The Government shall have the unilateral right to exercise the following options:

	QTY		TOTAL PRICE
I.	1 JOB	Upgrade FOTS transmission rate from OC-12(622.08 Mbps) to OC-48 (2488.21 Mbps). Include price for all nodes (K-25, X-10, Y-12, and FOB). See Specification Y/EN-2351 Sections 3.3.1.10and 3.3.11)	
II.	1 LOT	Purchase of item 002 following lease expiration. (Amount shall not exceed one month's original payment amount for item 002.)	
III.	1 LOT	Purchase of item 003 including all software. (Amount shall not exceed one-month's original payment amount for item 003.)	
IV.	1 LOT	Purchase of all equipment provided under item 005 at the end of term.	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR. ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A033	See Block 16C	05-98OR21965.007, .008, .009 & .010	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See page 2 (net increase of $586,299.14)

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify Authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
Mutual Agreement of the Parties

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
James A. Reed Program Manager	Jeffrey R. Burgan Contracting Officer

15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
James A Reed *(Signature of person authorized to sign)*	5/29/98	BY Jeffrey R Burgan *(Signature of Contracting Officer)*	5/29/98

The purpose of this modification is to obligate dobligate funding as shown below. The net effect is an increase in the amount of $586,299.14. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $586,299.14 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
AH21; FA1010203 (Y8)	$ 26,600.00	.007
AH21; DP0511070	$ 70,000.00	.007
AH21; EW1001203 ADSOR1000PD	$ 30,000.00	.007
AH21; KK0501203 (Y8)	$ 30,000.00	.007
X015; AF9905 (Y8)	($ 60,000.00)	.009
AH21; FA1010206 (YA)	$ 375,000.00	.009
8980224.91 LA0620000 TC8491	$ 114,699.14	.008 & .010
Net Total	$ 586,299.14	

2. The total obligations to date is hereby increased by $586,299.14 to $34,727,171.75.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A034	See Block 16C	05-98OR21965.011 & .012	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $30,100.00)

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/24/98

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $30,100.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
3Y 400402 AGRATDD93-1 (NO DAF)	$ 16,000.00	.011
AH21; DP0511070	$ 13,000.00	.012
X015; AF9905	$ 1,100.00	.012
Net Total	$ 30,100.00	

2. The total obligations to date is hereby increased by $30,100.00 to $34,757,271.75.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRAC	CODE	PAGE OF PAGES	
		1	2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A035	See Block 16C	05-98OR21965.013	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See page 2 (increase of $12,000.00)

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
James A. Reed Program Manager		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR James A. Reed *(Signature of person authorized to sign)*	15C. DATE SIGNED 8/31/98	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/31/98

The purpose of this modification is to obligate funding and adjust the maintenance portion of line item 002, the operation, maintenance and service portion of line item 003 and the RIMD unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $12,000.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8980224.91 LA0620000 233 TC8491	$ 12,000.00	.013

2. The total obligations to date is hereby increased by $12,000.00 to $34,769,271.75.

3. In accordance with Section H, Clause H-20 Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, and 004C are modified as follows:

   Increase item 002A unit price by $746 from $16,316 to $17,062 and the total price by $

   Increase item 003A unit price by $3,670 from $58,898 to $62,568 and the total price by $440,400 from $

   Increase item 004 unit price by $8,433 from $137,535 to $145,968 and the total price by $

   Increase item 004A unit price by $1,177 from $15,618 to $16,795 and the total price by $

   Increase item 004C unit price by $3.79 from $50.11 to $53.90 and the total price by $

4. Attached are change pages 9, 10 and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10 and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 17,062	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 62,568	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$ 12,412	

SCHEDULE B

003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996		
		K-25 Site	N/A	$
		X-10 Site	N/A	$
		Y-12 Site	N/A	$

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$145,968	
004A	Console operator services for the ORF-ICN. (See Appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$16,795	

SCHEDULE B

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of operators.		$N/A	
004C	Rate per hour for overtime. Overtime hours are defined as: a) 10 pm - 6 am seven days a week. b) Swing shift w/o notification by previous Thursday. c) Saturday and Sundays when work is not scheduled the prior week. d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$53.90	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$104,210	

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. **SEE SCHEDULE C**	N/A	$TBD

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A036	See Block 16C	05-98OR21965.014 & .015	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
188 Inverness Drive West
Suite 600
Englewood, CO 80112

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

10B. DATED *(SEE ITEM 13)*
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $2,587,107.86)

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

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

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

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Program Manager		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)* Jeffrey R Burgan	9/30/98

The purpose of this modification is to obligate and dobligate funding as shown below. The net effect is an increase in the amount of $2,587,107.86. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $2,587,107.86 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8980224.91 LA0620000 TC8491	$ 34,300.86	.014
AH21; FA1010203 (Y8)	$ 100,000.00	.015
AH21; EW1001203 ADSOR1000PD	$ 250,000.00	.015
AH21; DP0511070	$ 80,000.00	.015
AH21; KK0501203 (Y8)	$ 20,000.00	.015
ORGO (Y-12) 820201000 (TC)	$ 208,979.75	.015
ORGO (Y-12) 820201000 (YA)	$ 607,167.81	.015
ORHO (ORISE) 820201000 (TC)	($ 34,853.06)	.015
ORHO (ORISE) 820201000 (YA)	$ 37,892.37	.015
ORRO (BJC) 820201000 (TC)	$ 6,437.03	.015
ORRO (BJC) 820201000 (YA)	$ 7,269.10	.015
(ATDL) 400402000 (3Y)	$ 7,914.00	.015
OR30 (ORNL) 820201000	$1,227,000.00	.015
X015; AF9905 (Y8)	$ 30,000.00	.015
X015; AF9905 (YA)	$ 5,000.00	.015
Net Total	$2,587,107.86	

2. The total obligations to date is hereby increased by $2,587,107.86 to $37,356,379.61.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRAC	CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M037	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, iappropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties, P.L. 95-91, and FAR 52.249-2 Termination for the Convenience of the Government

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
John Carrell Program Manager		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 10/1/98	16B. UNITED STATES OF AMERICA BY Jeffrey R Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/1/98

The purpose of this modification is to revise the contract to reflect the negotiated settlement of the US West claim related to leased services dated March 13, 1998. Accordingly, the contract is modified as follows:

1. The Settlement Agreement entered into on September 30, 1998 and attached hereto, is hereby incorporated into the contract.

2. In Section 3.1.3 of the Technical Specification and Statement of Work Y/EN-2351 (Rev. F.1), revise paragraph (e) by inserting the following new sentence to the end of the paragraph:

   "The Tri-County building shall be served with fiber-optic facilities.

3. US West waives all claims against the Government for any costs associated with the Partial Termination for Convenience dated October 31, 1998.

4. Add a new line item 003E for Leased Services. The attached change pages reflect this revision.

5. The leased services provided for under line item 003E are identified on the attached Schedule F "Leased Services Schedule." Consistent with the parties' September 30, 1998 Settlement Agreement, the Contractor shall invoice for leased services actually provided. The amount invoiced may vary from Schedule F, depending upon the services actually provided and the prices charged by the Contractor's vendors or their successors.

In consideration of the modification agreed to herein, including the Settlement Agreement, and except as otherwise specified in the parties' Settlement Agreement, the Contractor hereby releases the Government from any and all liability, costs, damages, claims, fees, and causes of action attributable to, relating to, arising from, or giving rise to the claim filed with the Contracting Officer titled "claim for increased costs for directed change dated March 13, 1998", or the Partial Termination for the Convenience of the Government issued to the Contractor on October 31, 1998, which terminated the existing non-optic service to the Tri-County building.

SCHEDULE F - LEASED SERVICES

ITEM	LOCATION
3 DS-3 System	Y-12
466 DOD OVER 20 PRI	Y-12
344 DID OVER 14 PRIs with 30,000 numbers	Y-12
96 DOD OVER 4 DS-1s	OSTI
384 DOD OVER 16 DS-1s	FB
M13 at FB with 16 DS-1s	FB
96 1 MBs	

Total $60,626.80

SCHEDULE B

003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996	
		K-25 Site	N/A
		X-10 Site	N/A
		Y-12 Site	N/A
003E	108 MO	Leased Services SEE SCHEDULE F	$60,626.80

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$147,832	

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 30th day of September, 1998, between the United States Department of Energy ("DOE") and U S WEST Communications Federal Services, Inc. ("U S WEST").

WHEREAS,

1. On May 2, 1994, DOE contracted with U S WEST to provide an integrated communications network known as the Oak Ridge Federal - Integrated Communications Network ("ORF-ICN") under Contract No. DE-AC05-940R21965 (the "Contract").

2. U S WEST has asserted that the provision of telecommunications trunking to the public switched network constitutes a contract change entitling U S WEST to additional compensation under the Contract. DOE maintains that there is no contract change because provision of trunking services is required by the Contract.

3. On March 18, 1998, U S WEST submitted to DOE a certified claim for $ plus interest, relating to the provision of trunking services (the "Trunking Claim").

4. On May 19, 1998, U S WEST filed its Notice of Appeal of DOE's deemed denial of the Trunking Claim to the Department of Energy Board of Contract Appeals, EBCA Docket No. C-9805276.

5. The parties now wish to settle their dispute regarding U S WEST's Trunking Claim.

NOW, THEREFORE, the parties agree as follows:

1. No later than September 30, 1998, U S WEST shall invoice DOE $ DOE shall pay U S WEST $: within 30 days of receipt of U S WEST's invoice. The invoice and payment shall be subject to the Prompt Payment Act.

2. Upon receipt of payment by DOE, U S WEST shall provide to DOE an executed stipulation providing for the dismissal with prejudice of EBCA No. C-9805276.

3. BellSouth Invoices

(a) DOE shall be responsible for all BellSouth invoices for leased trunking facilities to Townsite and for all other active BellSouth accounts, as identified by the Trunking Claim, for services and facilities rendered on or after October 1, 1998.

(b) U S WEST shall continue to receive BellSouth's invoices, and shall promptly review them to ensure accuracy, but shall forward the invoices within 10 days of receipt to DOE for payment.

(c) The parties anticipate that future BellSouth invoice amounts will be consistent with invoices received to date. However, DOE shall remain responsible for all BellSouth invoices for the ORF-ICN for services provided from October 1, 1998, through September 30, 2007, whether BellSouth's charges increase or decrease as a result of changes in services requested by DOE, changes in prices set by BellSouth, or for any other reason.

(d) Neither U S WEST nor any of its affiliates, including U S WEST Interprise America, Inc. ("Interprise"), shall apply any indirect cost, G&A, fee, profit, or mark-up of any kind to BellSouth's invoices.

4. Brooks Fiber Properties Invoices

(a) DOE shall be responsible for all invoices submitted by Brooks Fiber Properties (or its successors) ("Brooks") pursuant to the contract between Brooks and Interprise dated October 16, 1996, as amended, to provide leased trunking facilities to the ORF-ICN, as identified by the Trunking Claim, for services and facilities rendered on or after October 1, 1998, except as set forth below.

(b) U S WEST (or its affiliate Interprise) shall continue to receive Brooks' invoices, and shall promptly review them to ensure accuracy, but shall forward the invoices within 10 days of receipt to DOE for payment.

(c) The parties anticipate that future Brooks invoice amounts will be consistent with invoices received to date (after exclusion of costs for trunking to Tri-County). However, DOE shall remain responsible for all Brooks invoices for the ORF-ICN (except for services provided to Tri-County) for services provided from October 1, 1998, through September 30, 2007, whether Brooks' charges increase or decrease as a result of changes in services requested by DOE, changes in prices set by Brooks, or for any other reason.

(d) Neither U S WEST nor any of its affiliates, including Interprise, shall apply any indirect cost, G&A, fee, profit, or mark-up of any kind to Brooks' invoices.

5. Tri-County

(a) U S WEST shall be responsible for the cost to provide fiber-optic connectivity for the provision of telecommunications services to "Tri-County" (Oliver Springs).

(b) DOE shall terminate for its convenience pursuant to FAR 52.249-2 the non-optical services and facilities to Tri-County currently provisioned by U S WEST. U S WEST shall construct or otherwise provide fiber-optic facilities necessary to provide telecommunications services to Tri-County, which facilities will provide fiber digital data interface ("FDDI") access. DOE shall authorize U S WEST to use its own technical personnel currently assigned to the Contract for the construction or other provision of fiber-optic facilities to Tri-County, so long as current work under the Contract is not adversely affected.

(c) The parties anticipate that cutover from existing non-optical facilities to fiber-optic facilities will occur on or about December 31, 1998. U S WEST shall be responsible for the costs of any continuing leased services to Tri-County prior to cutover, as well as for the cost to construct or otherwise provide optical connectivity to Tri-County.

(d) DOE and U S WEST shall cooperate in good faith regarding the termination of existing non-optical services and facilities to Tri-County.

6. Except for the obligations set forth in this Settlement Agreement, the parties mutually release each other and their affiliates, officers, agents, employees, successors and assigns from all claims, demands, price adjustments, and causes of action relating to the provision of trunking and related services to the ORF-ICN, as identified by the Trunking Claim. Each party waives all future claims, demands, price adjustments, and causes of action for costs identified by the Trunking Claim, as well

as for the cost to construct or otherwise provide fiber-optic connectivity to Tri-County.

7. The parties agree that no representation contained in this Settlement Agreement, nor the fact of the parties' compliance with it, shall constitute an admission or be used as such by any party except to prove and enforce the terms of this Settlement Agreement. The parties further agree that this Settlement Agreement contains confidential business information and shall not be disclosed to any other party without both parties' consent, unless otherwise mandated by controlling law.

8. This Settlement Agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind assigns, successors-in-interest, or transferees of the parties.

9. Each of the signatories to this Settlement Agreement represents that he or she has the full power and authority to enter into it.

10. This Settlement Agreement shall not be modified, amended, or terminated except by a written agreement signed by the parties specifically referring to this Settlement Agreement.

FOR U S WEST COMMUNICATIONS FEDERAL SERVICES, INC.	FOR THE UNITED STATES DEPARTMENT OF ENERGY
John Carrell	Jeffrey R. Burgan
Name: JOHN CARRELL	Name: Jeffrey R. Burgan
Title: PROGRAM DIRECTOR	Title: Contracting Officer
Date: 9/30/98	Date: 9/30/98

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M038	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Road
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties, P.L. 95-91, and Clause H-20 Economic Price Adjustment

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
John Carrell Program Director		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John Carrell *(Signature of person authorized to sign)*	11/16/98	BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	11/16/98

The purpose of this modification is to adjust the maintenance portion of line item 002, the operation, maintenance and service portion of line item 003 and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. In accordance with Section H, Clause H-20 Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Increase item 002A unit price by $166 from $17,062 to $17,228 and the total price by $

   Increase item 003A unit price by $810 from $62,568 to $63,378 and the total price by $

   Increase item 004 unit price by $1,864 from $145,968 to $147,832 and the total price by $:

   Increase item 004A unit price by $260 from $16,795 to $17,055 and the total price by $

   Increase item 004C unit price by $.82 from $53.90 to $54.72 and the total price by $.

   Increase item 004E unit price by $296 from $104,210 to $104,506 and the total price by $

4. Attached are change pages 9, 10 and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10 and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$ 17,228	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$ 63,378	
003B	1 Lot	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$ 12,412	$

SCHEDULE B

003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996	
		K-25 Site	N/A
		X-10 Site	N/A
		Y-12 Site	N/A

ITEMIZED PRICING FOR ITEM 004 - RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTION AND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the Contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$147,832	
004A	Console operator services for the ORF-ICN. (See Appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$17,055	

SCHEDULE B

Item No.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: a) 10 pm - 6 am seven days a week. b) Swing shift w/o notification by previous Thursday. c) Saturday and Sundays when work is not scheduled the prior week. d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$54.82	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$104,506	

ITEM N0	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. **SEE SCHEDULE C**	N/A	$TBD

AMENDMENT OF SOLICITATION / M. IFICATION OF CONTRACT	1. CONTRAC) CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A039	See Block 16C	05-99OR21965.001, .002, .003, & .004	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Contracts & Property Management Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 7800 East Orchard Rd. Suite 390 Englewood, CO 80111		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* **May 2, 1994**
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $792,947.99)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R Burgan *(Signature of Contracting Officer)*
(Signature of person authorized to sign)		16C. DATE SIGNED 11/30/98

The purpose of this modification is to obligate and deobligate funding as shown below. The net effect is an increase in the amount of $792,947.99. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $792,947.99 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8990224.91 LA0620000 TC9491	$ 3,500.00	.001
AH21; FA1010203 (Y9)	$ 759,000.00	.002
AH21; DP0511070	$ 69,000.00	.002
AH21; KK0501203 (Y9)	$ 34,500.00	.002
X015; AH9905 (Y9)	$ 2,000.00	.002
AH21; EW1001203 ADSOR1000PD	($ 50,000.00)	.002
AH21; DP0514030	($ 12,068.60)	.002
AH21; FA1010203 (Y9)	($ 62,983.41)	.003
AM3M;FA1010208 GPP I009	$ 50,000.00	.004
Net Total	$ 792,947.99	

2. The total obligations to date is hereby increased by $792,947.99 to $38,149,327.60.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A040	See Block 16C	05-99OR21965.005, & .006	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $14,137,208.41)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	2/4/99

The purpose of this modification is to obligate and deobligate funding as shown below. The net effect is an increase in the amount of $14,137,208.41. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $14,137,208.41 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8990224.91 LA0620000 TC9491	$ 130,000.00	.006
ORISE 8202 ORHO	$ 600,000.00	.005
LMES 8202 ORGO	$ 6,033,375.00	.005
LMER 8202 OR3O	$ 6,040,850.00	.005
BJC 8202 ORRO	$ 1,350,000.00	.005
400402000 ATDL	$ 60,000.00	.005
AH21 FA1010203 (Y9)	($ 77,016.59)	.005
Net Total	$14,137,208.41	

2. The total obligations to date is hereby increased by $14,137,208.41 to $52,286,536.01.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A041	See Block 16C	05-99OR21965.007	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $395,000.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*
		16C. DATE SIGNED 2/11/99

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $395,000.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
YN1901000	$ 300,000.00	.007
AH21; FA1010203	$ 50,000.00	.007
X015; AH9905	$ 45,000.00	.007
Net Total	$ 395,000.00	

2. The total obligations to date is hereby increased by $395,000.00 to $52,681,536.01.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRAC CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A042	See Block 16C	05-99OR21965.008 & .009	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (decrease of $25,000.00)

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
JOHN CARRELL DIRECTOR	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 5/14/99
16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 5/14/99

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to deobligate and obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Deobligate funding in the amount of $35,000.00 and obligate funding in the amount of $10,000.00 shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
AM3M FA1010208-GPP I009 (Y9)	($ 35,000.00)	.008
X049; AH9905-GPP I010 (Y9)	$ 10,000.00	.009
Net Total	($ 25,000.00)	

2. The total obligations to date is hereby decreased by $25,000.00 to $52,656,536.01.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A043	See Block 16C	05-99OR21965.010	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $60,000.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 7/1/99

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $60,000.00 shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
890224.91 LA06200000	$ 60,000.00	.010

2. The total obligations to date is hereby increased by $60,000.00 to $52,716,536.01.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A044	See Block 16C	05-99OR21965.011	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* **May 2, 1994**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $2,300.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/26/99

The purpose of this modification is to deobligate and obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Deobligate funding in the amount of $2,300.00 and obligate funding in the amount of $4,600.00 shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
AH21 FA1010203 (Y9)	($ 2,300.00)	.011
FBOH FA1010203 (Y9)	$ 2,300.00	.011
WM102600 (SN)	$ 2,300.00	.011
Net Total	$ 2,300.00	

2. The total obligations to date is hereby increased by $2,300.00 to $52,718,836.01.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRAC CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A045	See Block 16C	05-99OR21965.012	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $78,912.66)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/16/99

The purpose of this modification is to deobligate and obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $78,912.66 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
AH21 FA1010203 (Y9)	$ 78,912.66	.012

2. The total obligations to date is hereby increased by $78,912.66 to $52,797,748.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A046	See Block 16C	05-99OR21965.014	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $9,500.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/30/99

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $9,500.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8990224.91 LA0620000 TC9491	$ 9,500.00	.014

2. The total obligations to date is hereby increased by $9,500.00 to $52,807,248.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A047	See Block 16C	05-99OR21965.013	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Contracts & Property Management Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 7800 East Orchard Rd. Suite 390 Englewood, CO 80111		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* May 2, 1994

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $298,275.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*
		16C. DATE SIGNED 9/30/99

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to obligate and deobligate funding as shown below. The net effect is an increase in the amount of $298,275.00. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $298,275.00 as shown below:

Accounting & Appropriation Data	Dollar Amount
AH21; FA1010203	$ 100,000.00
AH21; DP0511070	$ 55,000.00
AH21; KK0501203	$ 4,400.00
X015; AH9905	$ 18,000.00
AH21; EW1001203 ADSOR1000PD	$ 115,875.00
AC39 FA1010203	$ 5,000.00
Net Total	$ 298,275.00

2. The total obligations to date is hereby increased by $298,275.00 to $53,105,523.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A048	See Block 16C	05-00OR21965.001, .002 & .003	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* **May 2, 1994**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $15,072,000.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/17/99

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $15,072,000.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8900224.91 LA0620000 TC0491	$ 13,000.00	.001
AH21; FA1010203 (WA)	$ 250,000.00	.002
AH21; DP0511070 (TC)	$ 25,000.00	.002
AH21; KK0501203 (YO)	$ 10,000.00	.002
X015; AH9905 (WA)	$ 25,000.00	.002
ORISE 8202 ORHO	$ 540,000.00	.003
LMES 8202 ORGO	$ 5,700,000.00	.003
LMER 8202 OR3O	$ 6,500,000.00	.003
BJC 8202 ORRO	$ 1,800,000.00	.003
400402000 (ATDL) (AGROR21965)	$ 29,000.00	.003
39OR YN1901000 (YN1901000)	$ 180,000.00	.003
Net Total	$15,072,000.00	

2. The total obligations to date is hereby increased by $15,072,000.00 to $68,177,523.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M049	See Block 16C	No P.R.	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties, P.L. 95-91, and Clause H-20 Economic Price Adjustment

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
John Carrell Director-Program Manag.	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 11/10/99
16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/10/99

The purpose of this modification is to adjust the maintenance portion of line item 002, the operation, maintenance and service portion of line item 003 and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. In accordance with Section H, Clause H-20 Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Increase item 002A unit price by $851 from $17,228 to $18,079 and the total price by $

   Increase item 003A unit price by $293 from $63,378 to $63,671 and the total price by $

   Increase item 004 unit price by $674 from $147,832 to $148,506 and the total price by $

   Increase item 004A unit price by $94 from $17,055 to $17,149 and the total price by $

   Increase item 004C unit price by $.31 from $54.72 to $55.03 and the total price by $

   Increase item 004E unit price by $554 from $104,506 to $105,060 and the total price by $

4. Attached are change pages 9, 10 and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10 and 11.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A050	See Block 16C	05-00OR21965.004	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* **May 2, 1994**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $150,000.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/7/99

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $150,000.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
8900224.91 LA0620000 TC0491	$ 150,000.00	.004

2. The total obligations to date is hereby increased by $150,000.00 to $68,327,523.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRAC CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A051	See Block 16C	05-00OR21965.005	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Contracts & Property Management Branch, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8756	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 7800 East Orchard Rd. Suite 390 Englewood, CO 80111		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	X	10B. DATED *(SEE ITEM 13)* **May 2, 1994**
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $370,000.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		BY Jeffrey R. Burgan *(Signature of Contracting Officer)*

16C. DATE SIGNED: 2/8/00

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $370,000.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
AH21; FA1010203 (WA)	$ 300,000.00	.005
AH21; DP0511070 (TC)	$ 25,000.00	.005
AH21; KK0501203 (YO)	$ 20,000.00	.005
X015; AH9905 (WA)	$ 25,000.00	.005

2. The total obligations to date is hereby increased by $370,000.00 to $68,697,523.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A052	See Block 16C	05-00OR21965.006	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $3,300.00)

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey R. Burgan Contracting Officer	
15B. CONTRACTOR / OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/13/00

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $3,300.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
AM3M; FA1010208-GPPO (Y9) I006	$ 3,300.00	.006

2. The total obligations to date is hereby increased by $3,300.00 to $68,700,823.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRAC	CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A053	See Block 16C	05-00OR21965.007	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
X	10B. DATED *(SEE ITEM 13)* May 2, 1994

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $500,000.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		BY Jeffrey R Burgan *(Signature of Contracting Officer)*

16C. DATE SIGNED 4/4/00

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate funding in the amount of $500,000.00 as shown below:

Accounting & Appropriation Data	Dollar Amount	P.R. Number
YN1901 39OR	$500,000.00	.007

2. The total obligations to date is hereby increased by $500,000.00 to $69,200,823.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A054	See Block 16C	05-00OR21965.010	

6. ISSUED BY CODE

U. S. Department of Energy
Contracts & Property Management Branch, AD-421
P. O. Box 2001
Oak Ridge, TN 37831-8756

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Rd.
Suite 390
Englewood, CO 80111

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT / ORDER NO.
DE-AC05-94OR21965

X 10B. DATED (SEE ITEM 13)
May 2, 1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2

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

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

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
John Carrell, Director-Program Manager	Jeffrey R. Burgan Contracting Officer

15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
John Carrell (Signature of person authorized to sign)	5/31/00	BY Jeffrey R. Burgan (Signature of Contracting Officer)	5/31/00

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to deobligate and obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Deobligate funding in the amount of $9,666,747.72 and obligate funding in the amount of $9,666,747.72 as shown below:

Accounting & Appropriation Data	**Dollar Amount**
AH21; FA1010203 (WA)	($ 169,215.79)
AH21; DP0511070 (TC)	($ 42,549.58)
AH21; KK0501203 (YO)	($ 12,672.19)
AH21; XO15 AH9905000 WA 233	($ 21,856.17)
AH21; EW1001203 ADSOR1000PD	($ 100,386.08)
ORISE 8202 ORHO	($ 306,512.54)
LMES 8202 ORGO	($ 3,009,753.16)
UT-Battelle 8202 OR4O	($ 3,552,075.43)
BJC 8202 ORRO	($ 1,860,564.81)
0000 400402000 AGROR21965 (3Y)	($ 6,416.49)
39OR YN1901000 (SA)	($ 479,313.64)
0000 DP0401221 (TC) (I002)	($ 430.69)
AH89 FA1010207 (WA)	($ 233.58)
AC39 FA1010203 (Y9)	($ 5,000.00)
AM3M FA1010208 (Y9) (I006)	($ 3,300.00)
AM3M FA1010208 (Y9) (I009)	($ 1,287.44)
TA21 LA0620000 (YO)	($ 95,180.13)
Total Deobligation	($ 9,666,747.72)
OR90 820201000	$ 9,666,747.72

2. The total obligations to date remains unchanged at $69,200,823.67.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR D CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A055	See Block 16C	05-00OR21965.011	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8759	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 7800 East Orchard Road Suite 300 Englewood, CO 80111-2526		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
		10B. DATED (SEE ITEM 13) 5/2/1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $169,880.00)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See attached page for a complete description of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 08/02/2000

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to make an administrative change in revising the name of the contract administrator and to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $169,880.00 as shown below:

Accounting & Appropriation Data	**Dollar Amount**
OR90 820201000	$ 169,880.00

2. The total obligations to date is hereby increased by $169,880.00 to $69,370,703.67.

3. Clause **G.4 CONTRACT ADMINISTRATION** is revised to reflect a change in the name of the Contract Specialist and address. Therefore, clause G.4 is deleted in its entirety and the following is substituted in lieu thereof:

G.4 CONTRACT ADMINISTRATION (MAR 1989)

The contract will be administered by:

U.S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division
ATTN: Beverly J. Harness, Contract Specialist
P.O. Box 2001
Oak Ridge, TN 37831-8759

Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist designated via separate correspondence to the above address.

4. All other terms and conditions remain unchanged.

[END OF MODIFICATION A055]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTI	ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A056	See Block 16C	05-00OR21965.012; 013	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8757			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 7800 East Orchard Road Suite 300 Englewood, CO 80111-2526		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
		10B. DATED (SEE ITEM 13) 5/2/1994
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $84,700)

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2 for a complete description of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/2000

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $84,700, as shown below.

Accounting & Appropriation Data	**Dollar Amount**
OR90 820201000	$ 84,700

2. The total obligations to date is hereby increased by $84,700 to $69,455,403.67.

[END OF MODIFICATION A056]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M057	See Block 16C		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. 7800 East Orchard Road Suite 300 Englewood, CO 8011-2528		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT / ORDER NO DE-AC05-84OR21965
		10B. DATED (SEE ITEM 13) 5/2/1984
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement, P L. 95-91

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See attached pages for a complete description of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James Payne, Senior VP, Gov't Systems	Beverly J. Harness Contracting Officer
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/30/00
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 11-30-2000

NSN 7540-01-152-8070 30-105 STANDARD FORM 30
PREVIOUS EDITION UNUSABLE Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to issue an ETTP telecommunications commercialization pilot project Task Order resulting in a modification of the method of billing of ETTP customers. In exchange for this service, DOE agrees that US West may use resources previously identified in the attached Task Order. Accordingly, the contract is modified as follows:

1. Clause **C.1 LOCAL 999.C06 SPECIFICATION (APR 1984)** is revised by adding the following item:

   "5. **Task Order for East Tennessee Technology Park Telecommunications Services Commercialization Pilot Project** - This task order provides for a pilot project to implement commercialization of the ETTP telecommunications infrastructure for a period of performance of one year."

2. The attached Task Order for East Tennessee Technology Park Telecommunications Services Commercialization Pilot Project is hereby issued and has an effective date of December 1, 2000, and is due to expire on November 30, 2001.

3. The Contractor hereby releases the Government from any and all liability under this contract for any further equitable adjustments attributable to changes implemented as a result of this modification.

4. All other terms and conditions remain unchanged.

[END OF MODIFICATION M057]

TASK ORDER FOR EAST TENNESSEE TECHNOLOGY PARK (ETTP) TELECOMMUNICATIONS SERVICES COMMERCIALIZATION PILOT PROJECT

1.0 Objective

2.0 Terms and Conditions

3.0 Financial Considerations

4.0 Scope of Work

5.0 New Business

6.0 Deliverables

7.0 Transition Period

1.0 OBJECTIVE

The objective of the ETTP Telecommunications Commercialization Pilot Project is to implement commercialization of the ETTP telecommunications services and infrastructure on a trial basis to:

a. provide a basis for a final decision on whether or not to proceed with commercialization;
b. identify and resolve issues (e.g. access and property conveyance vehicles, ES&H, liability etc.) needing resolution prior to commercialization;
c. compare commercialization options (e.g. ETTP infrastructure vs. excess capacity across all sites) to determine the most effective one;
d. compile information and data required to negotiate the terms and conditions of a contract modification that would include activities such as identification/tagging of equipment, systems and facilities to be transferred under commercialization; and
e. if the parties agree to commercialize, negotiate the terms and conditions for any required modification to the contract and any other required agreements.

2.0 TERMS AND CONDITIONS

2.1 The term of this Task Order (Pilot Project) is one year; however, either party may terminate this task order, without liability to the other party, with 90 days prior written notice provided via U. S. certified mail. The effective date of this Task Order is December 1, 2000, and shall expire at midnight on November 30, 2001. At the expiration or termination of this Task Order, and if the parties determine not to commercialize the telecommunications system, US WEST Communications (US WEST) agrees to return all equipment/services necessary for technical specification Y/EN 2351 (dated March 7, 1995) to their original condition or better at no cost to the Government. The term of this Task Order may be extended by mutual written agreement of the parties.

2.2 Except as otherwise specified in Section 3.0, Financial Considerations, each party will be solely responsible for and will bear its own respective expenses including, without limitation, expenses of legal counsel, accountants and other advisers, incurred at any time in connection with negotiating the full implementation of the commercialization of the ETTP telecommunications infrastructure.

2.3 This Task is solely for the benefit of the signatory parties (including Affiliates) and not for the benefit of other parties.

2.4 DISCLAIMER

THE PARTIES RECOGNIZE DOE DOES NOT GUARANTEE OR WARRANT THAT THE PILOT WILL BE PROFITABLE FOR US WEST. US WEST HEREBY AGREES THAT DOE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGES OF ANY KIND ON ACCOUNT OF OR DUE TO THIS PILOT.

2.5 INDEMNIFICATION

US WEST HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE GOVERNMENT, DOE, AND THEIR OFFICERS, EMPLOYEES AND ASSIGNS OR OTHER PERSONS ACTING ON THEIR BEHALF, FROM ALL LIABILITY, INCLUDING COSTS AND EXPENSES INCURRED, TO ANY PERSON, INCLUDING US WEST, FOR INJURY TO OR DEATH OF PERSONS OR OTHER

LIVING THINGS OR INJURY TO OR DESTRUCTION OF PROPERTY OR INTERRUPTION OF SERVICE OR OTHER CAUSES OF ACTION, ARISING OUT OF THE PERFORMANCE OF THIS PILOT BY US WEST, THE GOVERNMENT OR DOE OR THEIR OFFICERS, EMPLOYEES AND ASSIGNS OR OTHER PERSONS ACTING ON THEIR BEHALF, NOT DIRECTLY RESULTING FROM THE FAULT OR NEGLIGENCE OF THE GOVERNMENT, DOE, OR THEIR OFFICERS, EMPLOYEES AND ASSIGNS OR OTHER PERSONS ACTING ON THEIR BEHALF.

3.0 FINANCIAL CONSIDERATIONS

3.1 General

US WEST has analyzed the financial considerations for the ETTP site and determined that revenue generated from the current population is adequate to offset the monthly credit to the DOE contract for the equipment and cable lease costs and labor components involved to support the site. During the pilot period, US WEST intends to mirror the DOE rate structure for services provided to DOE; its contractors, subcontractors, lessees, and sublessees at ETTP.

3.2 Monthly ETTP Credit to DOE

US WEST will credit the Department of Energy's monthly invoice the amount of $ during the agreed upon pilot project's period of performance. This amount is based on twelve months of history (November 1999 – October 2000) using ETTP billing data from the Telecommunications Management System (TMS or COMIT) system. The following Universal Services Order Codes have been deleted from the total amount, these services are currently provided by US WEST to the end user via the DOE invoice: USW42541, 5000313, 500349, 5214198, 51633, 55445, 55642, 57726, 5943501, 6000000, 892701, 892701-I. This amount will appear on the DOE monthly invoice labeled as ETTP Pilot Project credit.

3.3 Monthly Town Site Credit to DOE

US WEST will credit the Department of Energy's monthly invoice in the amount of $ for Town Site commercial customers existing at the start of the pilot period. For new services, US WEST expects to utilize other excess facilities during the pilot period, specifically in the Town Site area to provide telecommunications services to commercial customers. US WEST will reimburse DOE for the use of these facilities at monthly unit rates established by DOE and specified in the attachment to provide services to commercial customers in Town Site.

3.4 Inter-site Facilities and Circuits

US WEST expects to utilize DOE fiber optic inter-site connections for new connectivity requirements from ETTP and Town Site to the outside world. US WEST may utilize the fiber optic backbone by monthly unit rates established by DOE and specified in the attachment to provide services to commercial customers.

3.5 Billing

US WEST will continue to provide the Department of Energy a monthly invoice on the 5th business day of the month for the basic contract amounts including offsets described in Section 3.2 of this document. During the commercialization pilot project, US WEST will direct bill ETTP and related Town Site customers.

3.6 Outstanding Debt

US WEST will not be responsible for any outstanding/delinquent debt existing as of the pilot start date. DOE will not be liable for any delinquent/outstanding bills for service rendered during the pilot period, with the exception of any outstanding debt related to services provided directly to DOE. US WEST will be responsible for collection of outstanding customer debt during and at the end of the pilot that did not exist at the pilot start date.

4.0 SCOPE OF WORK

4.1 Personnel required for operations of ETTP/other locations will include on site technicians (RIMD), Service Order Center (operators and order takers), central office technicians, administrative, and management personnel. The Service Center activities required for commercialization may require personnel over and above the existing staff. US WEST will monitor the personnel resources and report results at the quarterly reviews. Additionally, other support such as legal, financial, and contractual will be provided by offsite US WEST personnel. Currently, four RIMD technicians are primarily assigned to ETTP. These technicians would be responsible for the normal day to day operation of the site and commercial customers.

If additional resources are required (e.g. for construction or a specialized installation), personnel may be used from other onsite US WEST resources. Appropriate accounting of resources will be accomplished in the TMS by accurate tracking of personnel allocated to tasks related to commercial customers.

4.2 Cable Plant

All existing ETTP intra-site cable, copper or fiber may be utilized for commercial customers at no additional cost to US WEST after the monthly credit to DOE. Any engineering, furnishing, and installation of new cable for commercial customers will be at US WEST cost. If the Pilot Project does not result in commercialization of the ETTP telephone infrastructure, then DOE may purchase any of the new facilities from US WEST if these facilities are beneficial to the DOE network. In the event that the telecommunications system is commercialized, US WEST will retain ownership of this new cable. US WEST may extend existing and new cable past reservation boundaries to serve other commercial customers. In all cases, US WEST will be responsible for obtaining necessary permits for installation.

US WEST will coordinate with its customers and local service providers to ensure a smooth transition of services in the event the parties terminate the pilot project or decide not to commercialize the telecommunications systems.

4.3 Equipment

ETTP equipment utilized by the contract may be used for commercial customers (e.g. 5ESS switch, fiber multiplexers, voice mail system, 911, and COMIT system) as part of the monthly offset to DOE. Equipment at Town Site or other facilities may be used by US WEST at the monthly unit rates specified in the attachment to provide services to commercial customers. Any new equipment required to support current or additional customers will be engineered, furnished, and installed at the cost of US WEST. Prior to purchase of any upgrade to common equipment, DOE and US WEST will agree on the benefits to commercial and/or government customers. The cost to upgrade common equipment that will serve DOE customers and commercial customers will be shared by DOE and US WEST as

determined by an agreed upon allocation. Any new equipment installed by US WEST exclusively for use by commercial customers will be purchased and owned by US WEST. At the expiration or termination of the pilot project, and if either party decides not to commercialize the telecommunications system, US WEST agrees to return all equipment/services necessary for technical specification Y/EN 2351 (dated March 7, 1995) to their original condition or better (minus normal wear and tear) at no cost to the Government.

4.4 Allocation tracking

All resources allocated to the commercialization pilot will be tracked by DOE and US WEST through the TMS (Comit) system. At a minimum, US WEST will track time by personnel who work on commercialization, tag and track new cable installations, tag and track any equipment used for commercial customers down to the card level, time used by other equipment related to construction, and provide a copy of all invoices related to material used for commercial customers. Base data will reside in the on site TMS system and will be available for DOE review.

5.0 NEW BUSINESS

5.1 Spare/Shared Assets

New business development is of paramount importance to US WEST, and is a major incentive for the success of this initiative. It is US WEST's intent to offer DIA/DSL and CyberCenter ASP solutions to new, non-traditional customers outside of the existing DOE boundary but within the vicinity of the DOE infrastructure footprint in Oak Ridge. In the event that the parties terminate the pilot project and do not commercialize telecommunications services, US WEST will coordinate with its commercial customers and local service providers to ensure a smooth transition of these services to other providers.

In order to reach new customers, US WEST desires to utilize spare/shared DOE telecommunications facilities on-site, at Town Site, and at other areas where DOE facilities are present. US WEST may utilize such facilities at the monthly unit rates specified in the attachment to provide services to commercial customers. Changes to, or modifications, of such facilities for the purpose of reaching new customers shall be at US WEST expense.

5.2 Demarcation

US WEST will establish a new demarcation at ETTP for all services delivered via the future ESnet facilities. This new demarcation is in addition to the existing demarcation at Y-12. US WEST intends to utilize both demarcations for the purpose of serving customers. DOE agrees to negotiate with US WEST for access to spare/shared DOE infrastructure onsite for the purpose of connectivity between these demarcations, outside plant facilities and cables both inside and outside DOE boundaries (the fence), cross-connect points, test points and service delivery points. Aside from the new ESnet demarcation to be established by US WEST, DOE agrees to notify US WEST on the establishment of future demarcations.

Where such suitable onsite spare/shared facilities are not available for use, DOE agrees to negotiate with US WEST for use of central office space to place new facilities/equipment in accordance with standard industry practices. Cost for placement of such new infrastructure shall be at US WEST expense. The parties recognize that a separate agreement would be required for this purpose.

5.3 Other Service Considerations

Placement or operation of such new facilities shall not impair or harm the performance of DOE's telecommunications operation.

6.0 DELIVERABLES

A quarterly review session will be presented by US WEST in order to provide DOE information relative to the success of the pilot project, and to allow both parties to identify and resolve issues before final commercialization. US WEST will provide a hard copy report at each quarterly review detailing values to be measured during the pilot project. This report will include financial information (including rate analysis, costs incurred, personnel allocation, and revenues from both government and commercial entities), government vs. commercial population statistics, new construction projects for the quarter, average service delivery timeframe, and customer satisfaction ratings. At the third quarterly review, US WEST will provide a written summary of commercialization options to DOE.

7.0 TRANSITION PERIOD

During the third quarterly review, DOE and US WEST will agree to either proceed with the commercialization of telecommunications services, to extend the pilot period, or to revert back to services as provided prior to the start of the pilot period, under the existing contract. This will allow both parties the necessary time to negotiate the terms and conditions of any required modification to the contract and any other required agreements (including any necessary facility leases through the DOE leasing agent, CROET), or to allow a smooth re-instatement of a billing vehicle for ETTP commercial tenants in the event that telecommunications services continue under the current fixed price contract.

For Department of Energy ("Customer")

Beverly J. Harness 11-30-2000

(Signature) (Date)

Beverly J. Harness

(Name Printed)

Contracting Officer

(Title)

Acknowledged and agreed to:
For US WEST ("Supplier"):

11/30/00

(Signature) (Date)

James Payne

(Name Printed)

Senior Vice President, Gov't Systems

(Title)

ATTACHMENT – RATES EFFECTIVE AT THE START OF THE PILOT PERIOD

Basic rates are as follows:

Analog Line
Voicemail
ISDN Line

There is no additional charge at this time for features such as Call Waiting, Call Forwarding, Caller ID, etc. Current rates can be obtained by contacting QWEST at 865-576-3663.

One-time charges for adding, changing, or moving lines are as follows:

-

-

There are no charges for disconnect of an entire line or circuit. Customers must request service to be disconnected through the QWEST Service Order Group, phone 865-576-3663 for billing to be stopped. Simply removing equipment or moving a trailer will not stop billing for the service.

Special Service Circuits are available from building to building within a site or from a building at any site to other sites such as buildings at ORNL, Y12, ETTP, the Federal Building, 175 Oak Ridge Turnpike, and other Town site locations with existing cable (in-network). The rates for circuits within the DOE network are as follows:

Circuit Description	Cost per Month
2-WIRE COPPER ONLY from Central Office to Building	
2-WIRE COPPER ONLY from Building to Building same vicinity	
4-WIRE COPPER ONLY from Building to Building same vicinity	
DESIGNED 2-WIRE from Building to Building same vicinity	
DESIGNED 4-WIRE from Building to Building same vicinity	
DS1 (T1) from Building to Building same vicinity	
DESIGNED 2-WIRE from Building to other in-network building	
DESIGNED 4-WIRE from Building to other in-network building	
DS1 (T1) from Building to other in-network building	
ISDN PRI from DOE switch to any in-network location	
DS1 (T1) from DOE switch to any in-network location	
DS1 channel configured as Trunk from DOE switch, each	
DS1 channel configured as Line from DOE switch, each	
Telephone number for any trunk group configuration, each	
ADSL Service (2-Wire 8 Megabit Internet Access Circuit)	
Internet User on ADSL Circuit	
Intersite fiber per section	

If a circuit requires Other Common Carriers (OCC's, such as Bell South, MCI, AT&T, Sprint) to extend the circuit to some distant location, the customer can contact the OCC directly or have QWEST COMMUNICATIONS contact the OCC for the circuit to the distant location. QWEST COMMUNICATIONS has a demarcation for special service circuits with Bell South and MCI Worldcom at the Y12 Central Office. QWEST COMMUNICATIONS must be contacted to provide the circuit from the Y12 Central Office to any other customer location. The customer is responsible for all installation and monthly recurring costs for circuits provided by an OCC along with the installation and recurring charges of the DOE. Same vicinity also means same MDF and no interoffice facilities required.

Special Services Installation Charges and for in-network circuits are as follows:

Circuit Installation Description	1-Time Installation Charge
Install/move 2-WIRE COPPER ONLY	$60.00
Install/move 4-WIRE COPPER ONLY	
Install DESIGNED 2-WIRE	
Move one end of an existing 2-wire Designed circuit	
Install DESIGNED 4-WIRE	
Move DESIGNED 4-WIRE	
Install DS1 (T1)	
Move one end of an existing DS1 (T1)	
Install DESIGNED 2-WIRE where inter-office facilities are required	
Move one end of an existing DESIGNED 2-WIRE where inter-office facilities are required	
Install DESIGNED 4-WIRE where inter-office facilities are required	
Move one end of an existing DESIGNED 4-WIRE where inter-office facilities are required	
Service Order Charge for any single Customer requested activity on an existing Special Service Circuit that is not moving the circuit. This charge applies for simple activity such as re-optioning multiplexers or changing a jack at one end.	
Network Installation Charge for any new single Customer-requested DS1 directly connected to a DFI in the DOE switch.	
Network Installation Charge for moving an existing DS1 directly connected to a DFI in the DOE switch.	
ADSL Installation Charge	
Internet User Installation Charge	
Intersite fiber per site	

These installation charges do not include special circumstances where excessive construction or other extraordinary equipment requirements occur. Please verify all installation charges at the time the service order is established and the due date is set.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRA[illegible]D CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A058	See Block 16C	05-01OR21965.001	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Road
Suite 300
Englewood, CO 80111-2526

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2 (increase of $13,959,952)

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2 for a complete description of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 12/7/2000

The purpose of this modification is to obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $13,959,952.00 as shown below.

Accounting & Appropriation Data	Dollar Amount
OR90 820201000	$ 13,823,552
AH21 KX0310203	$ 80,000
TA21 LA0620000	$ 26,400
AGR 400402000	$ 30,000
Total	$ 13,959,952

2. The total obligations to date is hereby increased by $13,959,952 to $83,415,355.67.

[END OF MODIFICATION A058]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRA	CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A059	See Block 16C	05-01OR21965.002	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
7800 East Orchard Road
Suite 300
Englewood, CO 80111-2526

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See page 2 (increase of $633,815)

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

See page 2 for a complete description of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 01/24/01

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to deobligate and obligate funding as shown below. Accordingly, the contract is modified as follows:

1. Deobligate funding in the amount of $(136,400) and to obligate additional funding in the amount of $770,215, or a net increase of $633,815.00 as shown below.

Accounting & Appropriation Data	**Dollar Amount**
OR90 820201000	$ 770,215
AH21 KX0310203	$ (80,000)
TA21 LA0620000	$ (26,400)
AGR 400402000	$ (30,000)
Total	$ 633,815.00

2. The total obligations to date is hereby increased by $633,815, from $83,415,355.67 to $84,049,170.67.

[END OF MODIFICATION A059]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M060	See Block 16C		

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
7800 East Orchard Road
Suite 300
Englewood, CO 80111-2526

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Mutual Agreement, P.L. 95-91

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to recognize the contractor's change of name and to incorporate the attached change of name agreement. A complete list of other contract numbers affected are as follows: Subcontract No. 2178 with Fluor Hanford, Inc. and Subcontract No. 4-L83-C0888-2 with University of California of Los Alamos, NM.

As a result of this modification, the Government's and Contractor's rights and obligations remain unaffected.

END OF MODIFICATION M060.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Albert S. Lubran, Program Specialist	Beverly J. Harness Contracting Officer
15B. CONTRACTOR / OFFEROR Albert S. Lubran (Signature of person authorized to sign)	15C. DATE SIGNED MAY 18 2001
16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 5/22/01

CHANGE-OF-NAME AGREEMENT

Qwest Communications Federal Services, Inc. (Contractor), a corporation duly organized and existing under the laws of Colorado, and the United States of America (Government), enter into this Agreement effective July 5, 2000.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the Department of Energy, has entered into certain Communication Service Authorizations ("CSAs") and individual contracts listed on "Exhibit A" and incorporated in this Agreement by reference with U S WEST Communications Federal Services, Inc. The term "the contracts," as used in this Agreement, means all open contracts between the Department of Energy and U S WEST Communications Federal Services, Inc., including all modifications thereto, made before, on, or after the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts).

(2) U S WEST Communications Federal Services, Inc., by an amendment to its certificate of incorporation, dated July 5, 2000, has changed its corporate name to Qwest Communications Federal Services, Inc.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that –

(1) The contracts covered by this Agreement are amended by substituting the name "Qwest Communications Federal Services, Inc." for the name "U S WEST Communications Federal Services, Inc." wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the dates below.

United States of America

By Beverly J. Harness

Name Beverly J. Harness

Title Contracting Officer

Date 05/18/2001

Qwest Communications Federal Services, Inc. [CORPORATE SEAL]

By James FX Payne

Name James FX Payne

Title Senior Vice President

Date 4/25/01

CERTIFICATE

I Drake S. Tempest, certify that I am the Assistant Secretary of Qwest Communications Federal Services, Inc.: that James FX Payne, who signed this Agreement for the corporation, was then a representative of this corporation; and that this Agreement was signed for and behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 10th day of May, of 2001.

By: Drake S. Tempest

CORPORATE SEAL

Exhibit A
Department of Energy

Contract Numbers	Sites
DE-AC05-94OR21965	Oak Ridge
2178	Hanford
4-L83-C0888-2	Los Alamos

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A061	See Block 16C		

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
7800 East Orchard Road
Suite 300
Englewood, CO 80111-2526

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

$1,372,000 OR90 820201000

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement, P.L. 95-91, FAR 43.103(b), and Clause H-20 Economic Price Adjustment

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Albert S. Lubran, Program Specialist	Beverly J. Harness Contracting Officer

15B. CONTRACTOR / OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Albert S. Lubran (Signature of person authorized to sign)	MAY 23 2001	BY Beverly J. Harness (Signature of Contracting Officer)	5/25/2001

The purpose of this modification is to obligate additional funding in the amount of $1,372,000 and to adjust the maintenance portion of line item 002, the operation, maintenance and service portion of line item 003 and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $1,372,000, and total obligations are increased from $84,049,170.67 TO $85,421,170.67.

2. In accordance with Section H, Clause H-20 Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Decrease item 002A unit price by $(16) from $18,079 to $18,063 and the total price by $(

   Decrease item 003A unit price by $(129) from $63,671 to $63,542 and the total price by $(

   Decrease item 004 unit price by $(297) from $148,506 to $148,209 and the total price by $(

   Decrease item 004A unit price by $(41) from $17,149 to $17,108 and the total price by $(

   Decrease item 004C unit price by $(0.13) from $55.03 to $54.90 and the total price by $(

   Decrease item 004E unit price by $(244) from $105,060 to $104,815 and the total price by $(

3. Attached are change pages 9, 10, and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10, and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,063	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$841,612	
003A	120 MO	Operation and maintenance of the Oak Ride Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$63,542	
003B	1 LOT	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$12,412	

003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996	
		K-25 Site	N/A
		X-10 Site	N/A
		Y-12 Site	N/A

ITEMIZED PRICING FOR ITEM 004-RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTIONAND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$148,209	
004A	Console operator services for the ORF-ICN. (See appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$17,108	

SCHEDULE B

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of Operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: (a) 10 pm – 6 am seven days a week. (b) Swing shift w/o notification by previous Thursday. (c) Saturday and Sundays when work is not scheduled the prior week. (d) MR during the off shift. No ovetime shall be incurred without prior DOE approval.		$54.90	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$104,815	

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. **SEE SCHEDULE C**	N/A	$TBD

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRA[illegible] CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A062	See Block 16C	05-01OR21965.004	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US West Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$52,000 OR90 820201000

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $52,000 and to revise DEAR 952.247-70, Foreign Travel standard clause. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $52,000. The total obligations to date is hereby increased from $85,421,170.67 to $85,473,170.67.
2. Pursuant to the authority granted in Acquisition Letters 99-05 and 2000-04R, clause DEAR 952.247-70, Foreign Travel (APR 1984) is hereby deleted in its entirety and the following is substituted in lieu thereof:
   DOE 952.247-70, FOREIGN TRAVEL (MARCH 2000)
   Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1A, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.

[END OF MODIFICATION A062]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 09/05/01

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRA) CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A063	See Block 16C	05-01OR21965.005	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA 22203		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
		10B. DATED (SEE ITEM 13) 5/2/1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$204,700 OR90 820201000

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $204,700. Accordingly, the contract is modified as follows:

The total obligations to date is hereby increased from $85,473,170.67 to $85,677,870.67 (an increase of $204,700.00).

[END OF MODIFICATON A063]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly J. Hamess Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Hamess (Signature of Contracting Officer)	16C. DATE SIGNED 9/27/01

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONT. ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A064	See Block 16C	05-02OR21965.001;.002;.003;.004	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
US West Communications Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA 22203		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
		10B. DATED (SEE ITEM 13) 5/2/1994
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$15,928,000 OR90 820201000

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $15,928,000. Accordingly, the contract is modified as follows:

The total obligations to date is hereby increased from $85,677,870.67 to $101,605,870.67 (an increase of $15,928,000).

[END OF MODIFICATION A064]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 02-11-2002

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CC.	ACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A065	See Block 16C	05-02OR21965.005;.006	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

$11,242.82 820201000 OR90

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement, P.L. 95-91, FAR 43.103(b), and Clause H.20 Economic Price Adjustment

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
WILLIAM H. McANDREW SENIOR MANAGER-CONTRACTS QWEST/GOVERNMENT SYSTEMS		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 7/30/02	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 8-1-02

The purpose of this modification is to obligate additional funding in the amount of $11,242.82, adjust the maintenance portion of line item 002, the operation, maintenance and service portion of line item 003 and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract, and to reflect the correct lease payment amount in line item 003. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $11,242.82, and total obligations are increased from $101,605,870.67 to $101,617,113.49.

2. In accordance with Section H, Clause H-20 Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Decrease item 002A unit price by $(478) from $18,063 to $17,585 and the total price by $(

   Increase item 003A unit price by $1,598 from $63,542 to $65,140 and the total price by $

   Increase item 004 unit price by $3,673 from $148,209 to $151,882 and the total price by $

   Increase item 004A unit price by $512 from $17,108 to $17,620 and the total price by $

   Increase item 004C unit price by $1.64 from $54.90 to $56.54.

   Increase item 004E unit price by $3,326 from $104,815 to $108,141and the total price by $

3. Line item 003 is corrected to reflect the correct unit price of $859,066 and the total price of $

4. Attached are change pages 9, 10, and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10, and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$17,585	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$859,066	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$65,140	
003B	1 LOT	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$12,412	
003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996		
		K-25 Site	N/A	
		X-10 Site	N/A	
		Y-12 Site	N/A	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004-RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTIONAND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$151,882	
004A	Console operator services for the ORF-ICN. (See appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$17,620	

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of Operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: (a) 10 pm – 6 am seven days a week. (b) Swing shift w/o notification by previous Thursday. (c) Saturday and Sundays when work is not scheduled the prior week. (d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$56.54	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$108,141	

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
005.	1 LOT	Lease/purchase of additional equipment during the term of the contract. SEE SCHEDULE C	N/A	$TBD

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A066	See Block 16C	05-02OR21965.007;.008;.009	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8757			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE	FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$231,200 OR90 820201000

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $231,200. Accordingly, the contract is modified as follows:

The total obligations to date is hereby increased from $101,617,113.49 to $101,848,313.49 (an increase of $231,200.00).

[END OF MODIFICATION A066]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 09-26-2002

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTR ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
A067	See Block 16C	05-03OR21965.001	

6. ISSUED BY CODE

U. S Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$15,382,173.00 620201000 OR90

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual Agreement, P L 85-91, FAR 43.103(B), And Clause H.20 Economic Price Adjustment

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
WILLIAM H. McANDREW SENIOR MANAGER-CONTRACTS QWEST/GOVERNMENT SYSTEMS	Beverly J. Harness Contracting Officer
15B. CONTRACTOR / OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED 11/22/02
16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 11-22-02

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 Prescribed by GSA FAR (48 CFR) 53.243 (Rev. 10-83)

The purpose of this modification is to obligate additional funding in the amount of $15,332,173.00; adjust the maintenance portion of line item 002; the operation, maintenance and service portion of line item 003; and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $15,332,173.00, and total obligations are increased from $

2. In accordance with Section H, Clause H-20 Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Increase item 002A unit price by $577 from $17,585 to $18,162 and the total price by $;

   Increase item 003A unit price by $2,838 from $65,140 to $67,978 and the total price by $

   Increase item 004 unit price by $6,523 from $151,882 to $158,405 and the total price by $

   Increase item 004A unit price by $910 from $17,620 to $18,530 and the total price by $

   Increase item 004C unit price by $2.93 from $56.54 to $59.47.

   Increase item 004E unit price by $4,817 from $108,141 to $112,958 and the total price by $

3. Attached are change pages 9, 10, and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10, and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,162	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$859,066	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$67,978	
003B	1 LOT	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$12,412	
003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996		
		K-25 Site	N/A	
		X-10 Site	N/A	
		Y-12 Site	N/A	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004-RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTIONAND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$158,405	
004A	Console operator services for the ORF-ICN. (See appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$18,530	

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of Operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: (a) 10 pm – 6 am seven days a week. (b) Swing shift w/o notification by previous Thursday. (c) Saturday and Sundays when work is not scheduled the prior week. (d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$59.47	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$112,958	

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. SEE SCHEDULE C	N/A	$TBD

AMENDMENT OF SOLICITATION DIFICATION OF CONTRACT

1. CON[illegible]T ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A068	See Block 16C	05-03OR21965.002	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$725,000 OR90 820201000

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $725,000. Accordingly, the contract is modified as follows:

The total obligations to date is hereby increased from $117,180,486.49 to $117,905,486.49 (an increase of $725,000.00).

[END OF MODIFICATION A068]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Beverly J. Harness Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Beverly J. Harness (Signature of Contracting Officer)	16C. DATE SIGNED 09-26-2002

The purpose of this modification is to obligate additional funding in the amount of $725,000. Accordingly, the contract is modified as follows:

1. Obligate additional funding in the amount of $725,000, and total obligations are increased from $117,180,486.49 to $117,905,486.49.

All other terms and conditions are unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A069	See Block 16C	05-03OR21965.003 & .003A	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$215,287.16 OR40 820201000 252 TSK OR21965 WARS

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

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

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $215,287.16. Accordingly, the contract is modified as follows:

The total obligations to date is hereby increased from $117,905,486.49 to $118,120,774.25 (an increase of $215,287.76).

[END OF MODIFICATION A069]

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Jeffrey R. Burgan Contracting Officer
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY Jeffrey R. Burgan (Signature of Contracting Officer)
	16C. DATE SIGNED 9/23/03

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A070	See Block 16C	05-04OR21965.001	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
$15,435,000 OR90 820201000 TSK OR2196500001

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $15,435,000. Accordingly, the contract is modified as follows:

The total obligations to date are hereby increased from $118,120,774.25 to $133,555,774.25 (an increase of $15,435,000).

[END OF MODIFICATION A070]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Judith S. Wilson Contracting Officer	
15B. CONTRACTOR / OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Judith S. Wilson (Signature of Contracting Officer)	16C. DATE SIGNED 12/3/2003

NSN 7540-01-152-8070 30-105 STANDARD FORM 30
PREVIOUS EDITION UNUSABLE Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

OR21965 A070
Award

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT / CODE

PAGE OF PAGES 1 1

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A070	See Block 16C	05-04OR21965.001	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P. O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965

10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

$15,435,000 OR90 820201000 TSK OR2196500001

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.

THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $15,435,000.
Accordingly, the contract is modified as follows:

The total obligations to date are hereby increased from $118,120,774.25 to $133,555,774.25 (an increase of $15,435,000).

[END OF MODIFICATION A070]

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
WILLIAM McANDREW CONTRACTS MANAGER-FEDERAL CIVILIAN PROGRAMS QWEST/GSI		Judith S. Wilson Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 12/22/03	16B. UNITED STATES OF AMERICA BY Judith S. Wilson (Signature of Contracting Officer)	16C. DATE SIGNED 12/3/2003

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION. ODIFICATION OF CONTRACT	1. (TRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A071	See block 16C	05-04OR21965.002	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$2,596,105 YN19010000

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $2,596,105.
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $133,555,774.25 to $136,151,879.25 (an increase of $2,596,105)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeff R. Burgan Contracting officer	
15B. CONTRACTOR/OFFEROR BY _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Jeffrey R Burgan *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/30/04

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR 53.243)

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CO. CT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M072	See Block 16C	NO PR	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P. O. Box 2001 Oak Ridge, TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Qwest Communications Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT / ORDER NO. DE-AC05-94OR21965
	10B. DATED (SEE ITEM 13) 5/2/1994

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solication is amended as set forth in item 14. The hour and date specified for receipt of offers [ ] is extended. [ ] is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT / ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement, P.L. 95-91, FAR 43.103(B), And Clause H.20 Economic Price Adjustment

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 copies to the issuing office.

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

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Audrey D. Hallett Director, Contract Administration	Susan G. Hiser Contracting Officer
15B. CONTRACTOR / OFFEROR	**15C. DATE SIGNED**
Audrey D. Hallett (Signature of person authorized to sign)	11/11/04
16B. UNITED STATES OF AMERICA	**16C. DATE SIGNED**
BY Susan G. Hiser (Signature of Contracting Officer)	11/16/04

The purpose of this modification is to: (1) correct a mathematical error in Modification A067 for item 200A, and (2) adjust the maintenance portion of line item 002; the operation, maintenance and service portion of line item 003; and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. A mathematical error was made in calculating the total price increase for item 002A in Modification A067. The increase should read as follows:

   Increase item 002A unit price by $577 from $17,585 to $18,162 and the total price by $

2. In accordance with Section H, Clause H-20, Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Increase item 002A unit price by $629 from $18,162 to $18,791 and the total price by $

   Increase item 003A unit price by $3.091 from $67 978 to $71,069 and the total price by $

   Increase item 004 unit price by $7,109 from $158,405 to $165,514 and the total price by $

   Increase item 004A unit price by $991 from $18,530 to $19,521 and the total price by $

   Increase item 004C unit price by $3.18 from to $59.47 to $62.65.

   Increase item 004E unit price by $5,796 from $112,958 to $118,754 and the total price by $

3. Attached are change pages 9, 10, and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10, and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,791	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$859,066	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$71,069	
003B	1 LOT	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$12,412	
003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996		
		K-25 Site	N/A	
		X-10 Site	N/A	
		Y-12 Site	N/A	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004-RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTIONAND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$165,514	
004A	Console operator services for the ORF-ICN. (See appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$19,521	

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of Operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: (a) 10 pm – 6 am seven days a week. (b) Swing shift w/o notification by previous Thursday. (c) Saturday and Sundays when work is not scheduled the prior week. (d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$62.65	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$118,754	

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. SEE SCHEDULE C	N/A	$TBD

Department of Energy

Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831—

November 17, 2004

Mr. Bill McAndrew
Qwest Communication Federal Services
4250 North Fairfax Drive, Suite 12E098
Arlington VA. 22203

DE-AC05-04OR21965, Modification A073

Dear Mr. McAndrew:

Enclosed is fully executed modification to the subject contract which provides incremental funding. Please acknowledge receipt of this modification below and return a copy to me by fax (865) 241-2549. Should you have any questions regarding this modification, I may be reached at (865) 576-5657.

Charles T. Williams
Contract Specialist
Acquisitions Services Branch
Procurement and Contracts Division

Enclosure

Acknowledgement of Receipt:

WILLIAM McANDREW
CONTRACTS MANAGER-
CIVILIAN PROGRAMS
QWEST/GSI

Name

11/30/04
Date

Printed on recycled paper

PRINTED ON RECYCLED PAPER

AMENDMENT OF SOLICITATION/ ODIFICATION OF CONTRACT	1. C RACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A073	See block 16C	05-05OR21965.001	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$20,450,000 YN19010000

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $20,450,000
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $136,151,879.25 to $156,601,879.25 (an increase of $20,450,000)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jeff R. Burgan Contracting officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY Jeffrey R Burgan *(Signature of Contracting Officer)*	11/17/04

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR 53.243)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A074	See block 16C	05-05OR21965.002	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$48,000 YN19010000

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $48,000
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $156,601,879.25 to $156,649,879.25 (an increase of $48,000)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Walker K. Love Contracting officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY _____ *(Signature of Contracting Officer)*	4/18/2005

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83
Prescribed by GSA FAR (48 CFR 53.243)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A075	See block 16C	05-05OR21965.003	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$32,300 YN19010000

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $32,300
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $156,649,879.25 to $156,682,179.25 (an increase of $32,300)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Walker K. Love Contracting officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY _____ *(Signature of Contracting Officer)*	6/20/2005

AMENDMENT OF SOLICITATION ODIFICATION OF CONTRACT	1. C TRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A076	See block 16C	05-05OR21965.004	

6. ISSUED BY CODE

U.S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P.O. Box 2001
Oak Ridge , TN 37831-8757

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Qwest Communication Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA. 22203

CODE FACILITY CODE

(☒)

☐ 9A. AMENDMENT OF SOLICITATION NO.

☐ 9B. DATED *(SEE ITEM 11)*

☐ 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC05-94OR21965

10B. DATED *(SEE ITEM 13)*
5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$1,600,000 YN19010000

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

CHECK ONE	
☒	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* I.25 FAR 52.232-18 Availability of funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $1,600,000
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $156,682,179.25 to $158,282,179.25 (an increase of $1,600,000)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Walker K. Love Contracting officer	
15B. CONTRACTOR/OFFEROR BY _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/26/2005

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR 53.243)

Department of Energy

Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831—

August 26, 2005

Mr. Bill McAndrew
Qwest Communication Federal Services
4250 North Fairfax Drive, Suite 12E098
Arlington VA. 22203

DE-AC05-04OR21965, Modification A076

Dear Mr. McAndrew:

Enclosed is fully executed modification to the subject contract which provides incremental funding. Please acknowledge receipt of this modification below and return a copy to me by fax (865) 241-2549. Should you have any questions regarding this modification, I may be reached at (865) 576-5657.

Charles T. Williams
Contract Specialist
Acquisitions Services Branch
Procurement and Contracts Division

Enclosure

Acknowledgement of Receipt:

_____

Name Date

Printed on recycled paper

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A077	See Block 16C	NO PR	

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P.O. Box 2001
Oak Ridge, TN 37831-8757

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Qwest Communication Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA 22203

CODE FACILITY CODE

☒ **9A. AMENDMENT OF SOLICITATION NO.**

☐ **9B. DATED** *(SEE ITEM 11)*

☐ **10A. MODIFICATION OF CONTRACT/ORDER NO.** DE-AC05-94OR21965

10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Mutual Agreement, P.L. 95-91, FAR 43.103(B), and Clause H.20 Economic price Adjustment.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See page 2

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Larry J. Andersen, Manager, Contract Administration	

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY Larry J. Andersen *(Signature of person authorized to sign)*	8-7-2006	BY Susan G. Hiser *(Signature of Contracting Officer)*	8/8/06

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR 53.243)

The purpose of this modification is to: Adjust the maintenance portion of line item 002; the operation, maintenance and service portion of line item 003; and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. In accordance with Section H, Clause H-20, Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Increase item 002A unit price by $546 from $18,791 to $19,337 and the total price by $

   Increase item 003A unit price by $2,687 from $71,069 to $73,756 and the total price by $

   Increase item 004 unit price by $6,178 from $165,514 to $171,692 and the total price by $

   Increase item 004A unit price by $863 from $19,521 to $20,384 and the total price by $

   Increase item 004C unit price by $2.76 from to $62.65 to $65.41.

   Increase item 004E unit price by $4594 from $118,754 to $123,348 and the total price by $

2. Attached are change pages 9, 10, and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10, and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$19,337	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$859,066	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$73,756	
003B	1 LOT	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$12,412	
003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996		
		K-25 Site	N/A	
		X-10 Site	N/A	
		Y-12 Site	N/A	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004-RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTIONAND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$171,692	
004A	Console operator services for the ORF-ICN. (See appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$20,384	

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of Operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: (a) 10 pm – 6 am seven days a week. (b) Swing shift w/o notification by previous Thursday. (c) Saturday and Sundays when work is not scheduled the prior week. (d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$65.41	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$123,348	

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. SEE SCHEDULE C	N/A	$TBD

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A078	See block 16C	05-05OR21965.005	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$1,900,000 YN19010000

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

CHECK ONE	
☒	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* I.25 FAR 52.232-18 Availability of funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $1,900,000
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $158,282,179.25 to $160,182,179.25 (an increase of $1,900,000)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Walker K. Love Contracting officer	
15B. CONTRACT/OFFEROR BY _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/30/2005

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR 53.243)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A079	See block 16C	05-06OR21965.001	

6. ISSUED BY CODE

U.S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, AD-424
P.O. Box 2001
Oak Ridge , TN 37831-8757

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Qwest Communication Federal Services, Inc.
Attn: Bill McAndrew, Contracts Manager
4250 North Fairfax Drive, Suite 12E098
Arlington, VA. 22203

CODE FACILITY CODE

(☒) 9A. AMENDMENT OF SOLICITATION NO.

☐ 9B. DATED *(SEE ITEM 11)*

☐ 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965

10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
$31,080 YN19010000

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

CHECK ONE	
☒	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* I.25 FAR 52.232-18 Availability of funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $31,080
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $160,182,179.25 to $160,213,259.25(an increase of $31,080)

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Walker K. Love Contracting officer	
15B. CONTRACTOR/OFFEROR BY _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED 1/30/2006

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83
Prescribed by GSA FAR (48 CFR 53.243)

Department of Energy

Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831—

January 19, 2006

Mr. Bill McAndrew
Qwest Communication Federal Services
4250 North Fairfax Drive, Suite 12E098
Arlington VA. 22203

DE-AC05-04OR21965, Modification A079

Dear Mr. McAndrew:

Enclosed is fully executed modification to the subject contract which provides incremental funding. Please acknowledge receipt of this modification below and return a copy to me by fax (865) 241-2549. Should you have any questions regarding this modification, I may be reached at (865) 576-5657.

Charles T. Williams
Contract Specialist
Acquisitions Services Branch
Procurement and Contracts Division

Enclosure

Acknowledgement of Receipt:

WILLIAM McANDREW
CONTRACTS MANAGER-
FEDERAL CIVILIAN PROGRAMS
QWEST/GSI

1/27/06

Name Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A080	See block 16C	05-06OR21965.002	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757			

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$10,285,000 (Program 1721310)

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Clause I.25, FAR 52.232-18, Availability of Funds and P.L. 95-91

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funding in the amount of $10,285,000. Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $160,213,259.25 to $170,498,259.25 (an increase of $10,285,000).

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Susan G. Hiser Contracting officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY Susan G. Hiser *(Signature of Contracting Officer)*	3/1/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A081	See block 16C	05-06OR21965.002	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Bill McAndrew, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$6,700,000 (Program 1721310)

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Clause I.25, FAR 52.232-18, Availability of Funds and P.L. 95-91

E. **IMPORTANT: Contractor** ☒ **is not,** ☐ **is required to sign this document and return** _____ **copies to the issuing office.**

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

The purpose of this modification is to obligate additional funding in the amount of $6,700,000.
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $170,498,259.25 to $177,198,259.25 (an increase of $6,700,000).

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Susan G. Hiser Contracting officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY Susan G. Hiser *(Signature of Contracting Officer)*	4/28/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A082	See block 16C	05-06OR21965.004 and .005	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Larry Andersen, Contracts Manager 4250 North Fairfax Drive, Suite 12E098 Arlington, VA. 22203	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE | FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$654,432.59 (Program 1721310)

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Clause I.25, FAR 52.232-18, Availability of Funds and P.L. 95-91

E. **IMPORTANT: Contractor** ☒ **is not,** ☐ **is required to sign this document and return** _____ **copies to the issuing office.**

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

The purpose of this modification is to obligate additional funding in the amount of $654,432.59.
Accordingly the contract is modified as follows:

The total obligations to date are hereby increased from $177,198,259.25 to 177,852,691.84 (an increase of $654,432.59).

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Susan G. Hiser Contracting officer	
15B. CONTRACT/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
BY _____ *(Signature of person authorized to sign)*		BY Susan G. Hiser *(Signature of Contracting Officer)*	5/30/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M083	See block 16C	05-06OR21965.004 and .005	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757			

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Larry Andersen, Contracts Manager 1005 17th Street, Suite 1640 Denver, CO 80202	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$654,432.59 (Program 1721310)

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Mutual Agreement, P.L. 95-91, Clause H.20, Economic Price Adjustment

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 **copies to the issuing office.**

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

See Page 2.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Larry J. Andersen, Manager, Contract Administration		Susan G. Hiser Contracting officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*	08-09-06	BY Susan G. Hiser *(Signature of Contracting Officer)*	8/24/06

The purpose of this modification is to: Adjust the maintenance portion of line item 002; the operation, maintenance and service portion of line item 003; and the RIMD and Service Center unit prices of line item 004 based upon the economic price adjustment clause of the contract. Accordingly, the contract is modified as follows:

1. In accordance with Section H, Clause H-20, Economic Price Adjustment Article, Section B, line items 002A, 003A, 004, 004A, 004C, and 004E are modified as follows:

   Increase item 002A unit price by $276 from $19,337 to $19,613 and the total price by $.

   Increase item 003A unit price by $1,354 from $73,756 to $75,110 and the total price by $.

   Increase item 004 unit price by $3,110 from $171,692 to $174,802 and the total price by $.

   Increase item 004A unit price by $434 from $20.384 to $20,818 and the total price by $.

   Increase item 004C unit price by $1.40 from to $65.41 to $66.81.

   Increase item 004E unit price by $2,314 from $123,348 to $125,662 and the total price by $.

2. Attached are change pages 9, 10, and 11 which reflect the aforementioned changes in unit prices and total prices. These pages supersede the previous pages 9, 10, and 11.

All other terms and conditions are unchanged.

SCHEDULE B

All prices in Schedule B will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20.

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
002	120 MO	Lease of Telecommunications Management System per Specification K/CSD/INF-8822.	$18,848	
002A	120 MO	Maintenance of Telecommunications Management System per Specification K/CSD/INF-8822.	$19,613	
003	120 MO	Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$859,066	
003A	120 MO	Operation and maintenance of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	$75,110	
003B	1 LOT	Change Orders related to Lease of the Oak Ridge Federal Integrated Communications Network per Specification Y/EN-2351, excluding the quantities of RIMD/M-R per section 3.8.3 of Specification Y/EN-2351.	N/A	
003C	21 MO	Early Delivery and Use of the Voice Mail System	$12,412	
003D	1 LOT	Site Utility Pole Modifications Purchase Price September 1996		
		K-25 Site	N/A	
		X-10 Site	N/A	
		Y-12 Site	N/A	

SCHEDULE B

ITEMIZED PRICING FOR ITEM 004-RELOCATION, INSTALLATION, MODIFICATION AND DISCONNECTIONAND OTHER SPECIAL SERVICES.

Prices will be effective for the life of the contract subject to annual adjustments for escalation as described in Section H-20. For purposes of evaluation, it shall be assumed that all quantities are evenly distributed throughout the 10-year period.

Except for Items 004, 004A, and 004B, the contractor shall be informed formally by the Government to perform the work listed (under 004C through 004L). This is not meant to limit the scope of other work that may be specified or called for throughout the term of the contract but rather to indicate some of the most frequent types of services. The quantity of items for 004, 004A, and 004B and the estimated quantities shown below for items 004C through 004L will be used for the evaluation of item 004. Estimated quantities do not represent either minimum or maximum requirements. All quantities are in addition to those required under item 003.

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004	Provide dedicated work force to perform RIMD/MR service for the ORF-ICN Private Branch Exchange (PBX) system. Dedicated work force shall be based on performing an average 2000 TWRs per month. 13 Number of technicians.		$174,802	
004A	Console operator services for the ORF-ICN. (See appendix 10 of Y/EN-2351 for detailed description of the service required.) 5 Number of operators.		$20,818	

ITEM NO.		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
004B	TMS Data Entry Operators. N/A Number of Operators.		$N/A	$N/A
004C	Rate per hour for overtime. Overtime hours are defined as: (a) 10 pm – 6 am seven days a week. (b) Swing shift w/o notification by previous Thursday. (c) Saturday and Sundays when work is not scheduled the prior week. (d) MR during the off shift. No overtime shall be incurred without prior DOE approval.		$66.81	
004D	Hourly rate for temporary additional technicians.		$45.72	
004E	Perform Service Order Center operations as described in specification 3.8		$125,662	

ITEM NO.	QTY		UNIT PRICE	TOTAL PRICE
005	1 LOT	Lease/purchase of additional equipment during the term of the contract. SEE SCHEDULE C	N/A	$TBD

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A084	See block 16C	05-06OR21965.006	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757			

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Larry Andersen, Contracts Manager 1005 17th Street, Suite 1640 Denver, CO 80202	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

$0

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Mutual Agreement, P.L. 95-91, Clause H.20, Economic Price Adjustment

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

See Page 2.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Susan G. Hiser Contracting officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY Susan G. Hiser *(Signature of Contracting Officer)*	9/25/06

The purpose of this modification is to correct an administrative error in the WFO and Reporting Entity designations in the accounting and appropriation data as follows:

1. Funds are deobligated as follows:

Fund	Alot.	Repting. Obj. Class	Program	WFO	Local Use	Amount
00911	30	471999 23300	1721310	0471982	0471982	($5,282,308.84)
00911	30	471610 23300	1721310	0474166	0471982	($2,669,150.66)

2. Funds are obligated as follows:

Fund	Alot.	Repting. Obj. Class	Program	WFO	Local Use	Amount
00911	30	471999 23300	1721310	0485682	0471982	$5,282,308.84
00911	30	471999 23300	1721310	0485682	0471982	$2,669,150.66

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A085	See block 16C	05-07OR21965.001	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-424 P.O. Box 2001 Oak Ridge , TN 37831-8757	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(☒)	9A. AMENDMENT OF SOLICITATION NO.
Qwest Communication Federal Services, Inc. Attn: Larry Andersen, Contracts Manager 1005 17th Street, Suite 1640 Denver, CO 80202	☐	9B. DATED *(SEE ITEM 11)*
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-94OR21965
CODE FACILITY CODE		10B. DATED *(SEE ITEM 13)* 5/2/1994

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 , and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Block 14

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

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* Mutual Agreement, P.L. 95-91, Clause H.20, Economic Price Adjustment

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to obligate additional funds in the amount of $10,000.00 as follows:

Fund	Alot.	Repting.	Obj. Class	Program	WFO	Local Use	Amount
00911	30	471999	25200	1721310	0491072	0471965	$10,000.00

The total obligations to date are hereby increased from $177,852,691.84 to $177,862,691.84.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Susan G. Hiser Contracting officer	
15B. CONTRACT/OFFEROR BY _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Susan G. Hiser *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/22/06

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR 53.243)