

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J, Attachment 16, Work Authorizations

**Reverse Work Authorization Form
(For Services provided to USEC Inc.)**

WA Title: RMDC Support for ACP	Date Prepared: April 6, 2012	
USEC Inc. Contact: Angle Litten (Technical) John Frost (Contracts)	Work Authorization No.: 813749	
USEC Inc. Phone No.: 740-897-2499 (Technical) 301-214-7938 (Contracts)	Requester: USEC Inc.	
DOE Contact: Matt Vick	Work Order No.: n/a	
Phone No.: 740-897-2089	MODIFICATION	
Start Date: Return Date as defined in the MBFA	Modification No.: 06	Modification Date: 4/30/2012
End Date: May 31, 2012	Funding (+/-):	
Estimated Cost: ██████████ per month	WFO No: 495731	
Funding Obligation: ██████████		
WORK EXPLANATION/REQUIREMENTS: SCOPE (Define deliverables, milestones, quantities, special requirements, etc.) (If modification, describe change.)		
<p>Modification 06 to Work Authorization No. 813749 provides for the following:</p> <ol style="list-style-type: none"> 1. Extends the End Date of the Work Authorization through May 31, 2012. <p>All other terms and conditions of the Work Authorization are unchanged and remain in full force and effect.</p> <p>DOE shall provide the services as set forth in the attached "Statement of Work for Records Management/Document Control Support for ACP".</p> <p>Work will be performed under the September 2006 "Agreement for Services between the United States Department of Energy and the United States Enrichment Corporation" (the "Services Agreement") and under the December 2006 "Memorandum of Agreement between United States Department of Energy and United States Enrichment Corporation for the Supply of Services, Modification No. 1" (the "Services MOA"), as set forth in Exhibit F to the Lease Agreement dated July 1, 1993 (the "GDP Lease"). The services provided by DOE or its contractor (or applicable subcontractors) shall also be consistent with the terms of the March 2011 "Master Binding Facility Agreement For Return and Transfer of Property Leased by United States Enrichment Corporation at the Former Gaseous Diffusion Plant in Piketon, Ohio" (the "MBFA").</p> <p>USEC Inc. is the parent of United States Enrichment Corporation. Pursuant to Appendix 1 to the GDP Lease, entered into by the DOE and United States Enrichment Corporation in 2006 (the "GCEP Lease"), and the Amended and Restated Sublease entered into between USEC Inc. and United States Enrichment Corporation in 2006, USEC Inc. may receive services from the DOE for ACP under the aforementioned Services Agreement and Services MOA.</p> <p>This is a Cost reimbursement type Work Authorization. Payments will be based on full cost recovery, consistent with DOE Order DOE O 522.1, Pricing of Departmental Materials and Services. DOE reserves the right to revisit the cost estimate provided to USEC Inc. on which the Estimated Cost section of the WA is based to accommodate full cost recovery. The total estimated cost and Federal Administrative Charge (if applicable) for the period of performance is \$1,800 per month.</p>		

In accordance with Article V- "Billings and Payment" of the Services MOA, USEC Inc. agrees to provide advance funding to DOE in the amount of [REDACTED] which is the estimate of cost to be incurred in 45 calendar days of the services to be provided under this WA prior to the Start Date above. During the performance period of this WA, prior to the end of each calendar month USEC Inc. shall pay DOE (payments to be sent to the address below) the estimated monthly amount set forth in the Estimated Cost section of this WA [REDACTED] per month) for the services provided (except as adjusted below) to ensure that sufficient funding is available to DOE to cover the estimated costs of services provided plus funding for 45 days. DOE shall submit monthly statements of the actual costs of the services rendered to USEC Inc. under this WA. DOE and USEC Inc. shall compare the monthly statement of actual costs with the estimated monthly amount. Based on this comparison, the estimated monthly amount shall be either increased for actual costs incurred in the preceding month in excess of [REDACTED] or decreased if actual costs in the preceding month are less than [REDACTED].

DOE Payment Address:

US Bank
 Attn: Government Lockbox
 Mail code #SL-MOC2GL
 1005 Convention Plaza
 St. Louis, MO 63101

The monthly statements of actual costs shall be submitted via e-mail to USEC Inc. Accounts Payable at Acctspay@PORTS.uscc.com and to Burkittv1@usec.com. The monthly statement of actual costs shall include:

- (i) Statement date;
- (ii) Work Authorization number;
- (iii) Information as set forth in the Deliverables section of the Statement of Work; and
- (iv) Description, quantity, unit of measure, unit price and extended price of services performed.

The DOE prime contractor providing the services under this WA will invoice DOE based on actual costs incurred in accordance with its approved accounting practices and per the Allowable Cost and Payment clause (FAR 52.216-7) included in its prime contract with DOE. Costs charged to USEC Inc. by DOE shall be those charged to DOE under the DOE Contractor's prime contract for the services provided under this WA plus any applicable additional DOE costs associated with performing the services and the 3% Federal Administrative Charge, if applicable.

USEC Inc. Approval:	U.S. DEPARTMENT OF ENERGY APPROVAL:
	Work Authorization Technical Representative: Signature: <i>[Signature]</i> Date: 4/17/12
	Contracting Officer: Signature: <i>[Signature]</i> Date: 4/26/12
	DOE-ORO Management Approval Signature: <i>[Signature]</i> Date: 4/26/12
	DOE Management Approval: Signature: <i>[Signature]</i> Date: 4/25/12
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Date: 4-13-12	Date: 4/25/12
Title: <i>[Signature]</i>	Title: <i>[Signature]</i> PDBB MANAGER

**Statement of Work for
Records Management/Document Control Support for ACP**

1.0 PURPOSE

The purpose of this statement of work (SOW) is for the U. S. Department of Energy (DOE) to provide to USEC Inc.'s American Centrifuge Program (ACP) records management/document control (RMDC) support for the lead cascade. This support will be provided through DOE's prime contractor and applicable subcontractors.

2.0 SCOPE

2.1 DOE through its contractor performing the services shall furnish Records Management/Document Control services required, in compliance with ACP's Lead Cascade/Commercial Plant Nuclear Regulatory Commission (NRC) License requirements. The services may include, but are not limited to providing:

- 2.1.1 Storage, maintenance, retrieval of documents and electronic conversion of drawings of USEC Inc. subleased facility, systems and structures documents (i.e., drawings, contractor information, etc); other electronic conversions as requested (not costed in ROM estimate).
- 2.1.2 Storage, maintenance, retrieval and electronic conversion (as requested, not costed in ROM estimate) of other USEC Inc. records or documents upon request;
- 2.1.3 Physical access to DOE GCEP Program records, drawings and documents;
- 2.1.4 Access to original drawings and system documentation for non USEC Inc. subleased systems and facilities required on an as needed basis in the RMDC vault;
- 2.1.5 Provide search, retrieval, reproduction, and filing/re-filing processes for document originals and archived microforms for any former Government Services (GS), ACP/USEC Inc. or Gas Centrifuge Enrichment Plant (GCEP) records, documents and drawings using existing RMDC processes and procedures;
- 2.1.6 Reproduction services as needed;
- 2.1.7 Distribute formerly GS controlled contractor documents and forms to current ACP controlled copy holders in accordance with controlled distribution list to ensure that the most current versions are available to ACP in a timely manner.
- 2.1.8 Other RMDC Services upon request of the ACP STR.

3.0 REFERENCES

- ACD2-PS-001, *Document Control Process*
- ACD2-PS-002, *Records Management Process*
- ACP Lead Cascade and Commercial Plant NRC License Chapter 11.7
- Quality Assurance Program Description (QAPD)
- SP-2805-0005, *Classified Matter Protection and Control Manual (CMPC)*

4.0 TRAINING & QUALIFICATIONS

- 4.1 RMDC personnel responsible for storage and handling of ACP records and documents must be knowledgeable on the protection and storage of ACP records and documents.
- 4.2 DOE through its contractor performing the services shall ensure that assigned personnel are appropriately trained and qualified to perform their assigned duties prior to assigning work activities under this SOW.

4.3 Training for work in USEC Inc subleased space

- 4.3.1 The ACP Site Technical Representative (STR) shall establish training requirements for DOE contractor personnel performing work activities in USEC Inc. subleased space. The ACP STR will transmit the established requirements to the DOE contractor performing the services.
- 4.3.2 DOE through its contractor performing the services shall work with the ACP Training Manager to obtain approval for DOE contractor performing the services training modules which are considered equivalent to USEC Inc. required training. Once a DOE contractor training module is approved for equivalency, any changes to the module must be reviewed by the ACP Training Manager prior to implementation of the change.
- 4.3.3 DOE through its contractor performing the services will maintain a tracking system for DOE contractor employees training requirements including training frequency and due dates.
- 4.3.4 DOE through its contractor performing the services will routinely monitor training due dates and verify that training requirements are current or work limitations are issued according to ACP Training Program Procedure, ACD2-TP-002, Section 4.5 using the Requirements Limitation Matrix (TRLM) TPP-2603-0003.
- 4.3.5 DOE through its contractor performing the services will notify the ACP STR in writing when a DOE Contractor employee designated to support ACP under this SOW is within 10 working days of becoming past due on any USEC Inc. training requirement.
- 4.3.6 The ACP STR will notify the DOE Contractor performing the services in writing of any changes in training requirements for personnel performing work under this SOW.
- 4.3.7 DOE through its contractor performing the services must provide timely notification to the ACP Training Manager of completed General Employee Training (GET) training dates for all DOE contractor personnel requiring access thru the automated access control system. Failure to provide General Employee Training (GET) dates to the Training Manager prior to expiration will result in termination of automated access to USEC Inc. subleased space.

5.0 CONTRACTOR EQUIPMENT REQUIREMENTS

- 5.1 DOE through its contractor performing the services must provide all equipment required to perform the work under this SOW.
- 5.2 DOE through its contractor performing the services must maintain equipment for access and reproduction of DOE legacy program records and documents
- 5.3 DOE through its contractor performing the services is responsible for all supplies to support SOW

6.0 USEC INC. SUPPLIED REQUIREMENTS

- 6.1 The ACP STR shall provide copies of the ACP procedures and referenced documents included in the "References" section of this SOW.

7.0 QUALITY REQUIREMENTS

- 7.1 Storage requirements: Records are to be stored in authorized facilities or containers providing protection from fire hazards, natural disasters, environmental conditions, and infestations of insects, mold, or rodents. Storage facilities are maintained to ensure continuous protection of the records. Requirements are specified for both permanent and temporary storage of records. Records are permanently stored in facilities satisfying the following requirements:

- 7.1.1 Storage in 2-hour-rated containers meeting National Fire Protection Association (NFPA) 232-1986 or NFPA 232 AM-1986 or both, with the clarification that if the NFPA 232 (or 232 AM) method of storage in 2-hour-rated containers is used, any exceptions to this standard will be documented and approved by the ACP authority having jurisdiction (AHJ).
- 7.1.2 Storage in facilities that have the following: doors, structures, frames, and hardware that comply with a minimum 2-hour fire rating; a fire protection system; 2-hour fire rated dampers on all boundary penetrations; sealed floor surface to minimize concrete dust; adequate access and aisle ways; and a prohibition on eating, drinking, or smoking and performing work other than that associated with records storage or retrieval.

8.0 DELIVERABLES

- 8.1 Safe storage of documents, records and drawings which meets ACP regulatory requirements for both Classified and Unclassified storage
- 8.2 Reproduction of documents, records and drawings in the requested format.
- 8.3 Upon request, provide various reproduction services of tags, forms, etc. in the requested format.
- 8.4 DOE shall provide USEC Inc. adequate supporting documentation to validate all invoiced costs on a monthly basis to include:
 - Details of all services performed as charged to this Work Authorization. Provide a list that specifies:
 - (1) The ACP point of contract (the requestor's name) for the service(s) performed;
 - (2) Services performed;
 - (3) Date the services were performed; and
 - (4) Name(s) and number of hours of DOE prime contractor personnel associated with performing services.

9.0 POINT(S) OF CONTACT

<u>POSITION</u>	<u>NAME</u>	<u>LOCATION</u>	<u>PHONE</u>
Site Technical Rep	Angie Litten	X-7725	2499
Alt. Site Tech. Rep.	Michelle Webb	X-7725	2648
Alt. Site Tech. Rep.	Dianne Burt	X-7725	2602

10.0 SCHEDULE REQUIREMENTS

- 10.1 Distribution of DOE Contractor controlled documents utilized by ACP must have new or revised documents distributed to controlled copy holders in a timely manner.
- 10.2 Request for records and documents must be processed and requested item available for USEC Inc. by the next business day unless agreed upon between DOE Contractor performing the services and the ACP STR.

11.0 SECURITY REQUIREMENTS

- 11.1 DOE through its contractor performing the services must provide the ACP STR a list of personnel required to access USEC Inc. subleased areas in order to perform the scope of this task.

- 11.2 Personnel processing classified records must possess a Q-Clearance C-24.
- 11.3 Must maintain records and documents in secure facilities commensurate with classification levels.
- 11.4 Approved classified copiers must be used for the reproduction of classified or SGI copies.
- 11.5 All classified items must be properly marked and Standard Form (SF) cover sheets must be used per the Classified Matter Protection and Control Manual (CMPC).
- 11.6 All DOE Contractor employees providing the services must maintain clearances and need to know commensurate with the classification of material handled
- 11.7 Personnel required to enter USEC Inc. subleased facilities to perform contracted service must have the appropriate clearance extended to USEC Inc.
- 11.8 DOE through its contractor performing the services must follow ACP security requirements when processing ACP records and documents or performing work in USEC Inc. subleased areas.

12.0 SPECIAL PROVISIONS

- 12.1 Services under this Statement of Work will be provided in accordance with applicable DOE Contractor policies and procedures unless otherwise specified herein. DOE Contractor policies and procedures must comply with ACP RMDC requirements.
- 12.2 Prior to disposition of all USEC Inc. records and documents DOE through its contractor performing the services will provide notification to the ACP STR.
- 12.3 USEC Inc. reserves the right to inspect the records and documents control storage and services. DOE through its contractor performing the services must provide immediate access to the USEC Inc. regulator upon request. All personnel access shall comply with DOE access requirements.
- 12.4 No changes are to be made to requirements in this SOW with regards to any programs, processes, or procedures without the review and concurrence by the DOE Contact and the USEC Inc. Contracts Contact identified herein. USEC Inc. will identify programs, processes or procedures which impact the work under this SOW.

13.0 ACCEPTANCE OF SERVICES

- 13.1 USEC Inc. shall verify that all deliverables and services are received in a timely manner and that all requirements are satisfied.
- 13.2 Any nonconformance shall be just cause for rejection of the service provided and for delayed payment until DOE through its contractor performing the services complies with the SOW.

**Reverse Work Authorization Form
(For Services provided to USEC Inc.)**

WA Title: Telecommunications Support		Date Prepared: April 6, 2012	
USEC Inc. Contact: Greg Lang (Technical) John Frost (Contracts)		Work Authorization No.: 813648	
USEC Inc. Phone No.: 740-897-2053 (Technical) 301-214-7938 (Contracts)		Requester: USEC Inc.	
DOE Contact: Matt Vick		Work Order No.: n/a	
Phone No.: 740-897-2089		MODIFICATION	
Start Date: Return Date as defined in the MBFA		Modification No.: 06	Modification Date: 4/30/2012
End Date: May 31, 2012		Funding (+/-): N/A	
Estimated Cost: ██████████ per month		WFO No: 495731	
Funding Obligation: ██████████			
WORK EXPLANATION/REQUIREMENTS: SCOPE (Define deliverables, milestones, quantities, special requirements, etc.) (If modification, describe change.)			
<p>Modification 06 to Work Authorization No. 813648 provides for the following:</p> <ol style="list-style-type: none"> 1. Extends the End Date of the Work Authorization through May 31, 2012. <p>All other terms and conditions of the Work Authorization are unchanged and remain in full force and effect.</p> <p>DOE shall provide the services as set forth in the attached "Statement of Work For Telecommunications Support".</p> <p>Work will be performed under the September 2006 "Agreement for Services between the United States Department of Energy and the United States Enrichment Corporation" (the "Services Agreement") and under the December 2006 "Memorandum of Agreement between United States Department of Energy and United States Enrichment Corporation for the Supply of Services, Modification No. 1" (the "Services MOA"), as set forth in Exhibit F to the Lease Agreement dated July 1, 1993 (the "GDP Lease"). The services provided by DOE or its contractor (or applicable subcontractors) shall also be consistent with the terms of the March 2011 "Master Binding Facility Agreement For Return and Transfer of Property Leased by United States Enrichment Corporation at the Former Gaseous Diffusion Plant in Piketon, Ohio" (the "MBFA").</p> <p>USEC Inc. is the parent of United States Enrichment Corporation. Pursuant to Appendix 1 to the GDP Lease, entered into by the DOE and United States Enrichment Corporation in 2006 (the "GCEP Lease"), and the Amended and Restated Sublease entered into between USEC Inc. and United States Enrichment Corporation in 2006, USEC Inc. may receive services from the DOE for the ACP under the aforementioned Services Agreement and Services MOA.</p> <p>This is a Cost reimbursement type Work Authorization. Payments will be based on full cost recovery, consistent with DOE Order DOE O 522.1, Pricing of Departmental Materials and Services. DOE reserves the right to revisit the cost estimate provided to USEC Inc. on which the Estimated Cost section of the WA is based to accommodate full cost recovery. The total estimated cost and Federal Administrative Charge (if applicable) for the period of performance is \$29,200 per month.</p>			

In accordance with Article V- "Billings and Payment" of the Services MOA, USEC Inc. agrees to provide advance funding to DOE in the amount of [REDACTED] which is the estimate of cost to be incurred in 45 calendar days of the services to be provided under this WA prior to the Start Date above. During the performance period of this WA, prior to the end of each calendar month USEC Inc. shall pay DOE (payments to be sent to the address below) the estimated monthly amount set forth in the Estimated Cost section of this WA [REDACTED] per month) for the services provided (except as adjusted below) to ensure that sufficient funding is available to DOE to cover the estimated costs of services provided plus funding for 45 days. DOE shall submit monthly statements of the actual costs of the services rendered to USEC Inc. under this WA. DOE and USEC Inc. shall compare the monthly statement of actual costs with the estimated monthly amount. Based on this comparison, the estimated monthly amount shall be either increased for actual costs incurred in the preceding month in excess of [REDACTED] or decreased if actual costs in the preceding month are less than [REDACTED].

DOE Payment Address:

US Bank
 Attn: Government Lockbox
 Mail code #SL-MOC2GL
 1005 Convention Plaza
 St. Louis, MO 63101

The monthly statements of actual costs shall be submitted via e-mail to USEC Inc. Accounts Payable at Acctspay@PORTS.usec.com and to Burkittv@usec.com. The monthly statement of actual costs shall include:

- (i) Statement date;
- (ii) Work Authorization number;
- (iii) Information as set forth in the Deliverables section of the Statement of Work; and
- (iv) Description, quantity, unit of measure, unit price and extended price of services performed.

The DOE prime contractor providing the services under this WA will invoice DOE based on actual costs incurred in accordance with its approved accounting practices and per the Allowable Cost and Payment clause (FAR 52.216-7) included in its prime contract with DOE. Costs charged to USEC Inc. by DOE shall be those charged to DOE under the DOE Contractor's prime contract for the services provided under this WA plus any applicable additional DOE costs associated with performing the services and the 3% Federal Administrative Charge, if applicable.

USEC Inc. Approval:		U.S. DEPARTMENT OF ENERGY APPROVAL:	
		Work Authorization Technical Representative:	
		Signature: <i>[Signature]</i>	Date: 9/17/12
		Contracting Officer:	
		Signature: <i>[Signature]</i>	Date: 4-26-12
		DOE-ORO Management Approval:	
		Signature: <i>[Signature]</i>	Date: 4/26/12
		DOE Management Approval:	
Signature: <i>[Signature]</i>	Date: 4-13-12	Signature: <i>[Signature]</i>	Date: 4/25/12
Title:		Title: <i>[Signature]</i>	

**Statement of Work for
Telecommunications Support**

1.0 PURPOSE

The purpose of this statement of work (SOW) is for the U. S. Department of Energy (DOE) to provide to USEC Inc.'s American Centrifuge Program (ACP) Telecommunications Support. This support will be provided through DOE's prime contractor and applicable subcontractors.

2.0 SCOPE OF WORK

2.1 DOE through its contractor performing the services shall provide for the full provisioning, engineering, operations, maintenance, and administration of current and emerging voice and data telecommunications services, but not limited to the following services:

- 2.1.1 Provide local and long distance voice network services to all current and future USEC Inc. subleased facilities.
- 2.1.2 Provision end user access to Site Emergency 911 services.
- 2.1.3 Provide pagers and pager administration services and support as requested.
- 2.1.4 Install new telephone service to offices and other areas of the USEC Inc. subleased facilities; as requested. This shall include the installation and termination of cabling to/from telecommunications closets and the end user if required.
- 2.1.5 Manage and maintain the equipment and circuits for all USEC Inc. subleased facilities, including the administrative telephone switch in building X-3000, and the process telephone switch in X-3001.
- 2.1.6 Meet USEC Inc. business needs for highly available, scalable, reliable, and secure voice and data telecommunications services.
- 2.1.7 Provide voice and data telecommunications services design and engineering to meet USEC Inc. strategies and requirements.
- 2.1.8 Install, operate, and manage voice services for all USEC Inc. and USEC personnel and associated USEC/USEC Inc. contractor personnel.
- 2.1.9 Install, manage, and route fiber and copper cabling used in support of data communication between USEC Inc. subleased facilities.
- 2.1.10 Coordinate with external voice and data telecommunications services providers.
- 2.1.11 Coordinate with ACP telecommunications personnel any work which will affect the design or operation of the USEC Inc. telecommunications infrastructure.
- 2.1.12 Coordinate service requests and delivery with the USEC IT Help Desk.
- 2.1.13 Provide local and long distance usage monitoring and reporting.
- 2.1.14 Provide voice messaging services, including storage capacity management, administration, end user tools for managing voice mailboxes, and end-user training materials.
- 2.1.15 Coordinate, reconcile and provide detailed billing.

- 2.1.16 Continuously monitor and update inventory to reflect moves, adds, and changes. Disconnect unused voice and data lines subject to ACP Site Technical Representative (STR) approval. Ensure that costs to USEC Inc. associated with line counts reflect active lines in use.
- 2.1.17 Provide any Move/Add/Change (MAC) services such as the installation, relocation, and/or disposal of the telecommunications components as requested by the ACP STR. This includes MACs that may result from building modifications and remodeling. This would also include any software and/or hardware changes necessary to add or remove requested capabilities and features. Provisions must be made to support emergency MAC situations that occur from time to time.
- 2.1.18 Provide notice to all affected users of any planned or unplanned local, long distance, voice mail or enhanced telephony service interruptions, including day, time of day, and estimated duration of outage.

3.0 REFERENCES

None

4.0 TRAINING & QUALIFICATIONS

- For work activities performed in USEC Inc. subleased space:
 - DOE through its contractor performing the services shall ensure that assigned personnel are appropriately trained and qualified to perform their assigned duties prior to assigning work activities under this SOW.
 - The ACP STR shall establish training requirements for DOE contractor personnel performing work activities in USEC Inc. subleased space. The ACP STR will transmit the established requirements to the DOE contractor performing the services.
 - DOE through its contractor performing the services shall work with the ACP Training Manager to obtain approval for DOE contractor performing the services training modules which are considered equivalent to USEC Inc. required training. Once a DOE contractor training module is approved for equivalency, any changes to the module must be reviewed by the ACP Training Manager prior to implementation of the change.
 - DOE through its contractor performing the services will maintain a tracking system for DOE contractor employees training requirements including training frequency and due dates.
 - DOE through its contractor performing the services will routinely monitor training due dates and verify that training requirements are current or work limitations are issued according to ACP Training Program Procedure, ACD2-TP-002, Section 4.5 using the Requirements Limitation Matrix (TRLM) TPP-2603-0003.
 - DOE through its contractor performing the services will notify the ACP STR in writing when a DOE Contractor employee designated to support USEC Inc. under this SOW is within 10 working days of becoming past due on any USEC Inc. training requirement.
 - The ACP STR will notify the DOE Contractor performing the services in writing of any changes in training requirements for personnel performing work under this SOW.
 - DOE through its contractor performing the services must provide timely notification to the ACP Training Manager of completed General Employee Training (GET) training dates for all DOE contractor personnel requiring access thru the automated access control system. Failure to provide General Employee Training (GET) dates to the Training Manager prior to expiration will result in termination of automated access to USEC Inc. subleased space.

5.0 CONTRACTOR EQUIPMENT REQUIREMENTS

- DOE through its contractor performing the services must provide all equipment and materials required to perform the work under this SOW, unless mutually agreed upon between the DOE Point of Contact and the USEC Inc. Contracts Point of Contact.

6.0 USEC INC. SUPPLIED REQUIREMENTS

- ACP shall install building interior conduit and cable trays, when required, for routing telecommunications cables.

7.0 QUALITY REQUIREMENTS

- USEC Inc. shall monitor and control the progress of work by observing work activities, review of records and reports, emails, or documented phone calls.
- DOE through its contractor performing the services shall perform work in accordance with their approved QA/QC Program and implementing procedures.

8.0 DELIVERABLES

- DOE through its contractor performing the services shall supply telecommunications equipment, telephones, pagers, communications cabling, support, and services as specified in the SOW Scope.
- DOE through its contractor performing the services shall generate and supply monthly telephone usage reports for all local and long distance calls generated from USEC/USEC Inc. telephones.
- DOE through its contractor performing the services shall generate and supply monthly pager usage reports for all pagers supplied to USEC/USEC Inc. employees.
- DOE shall provide USEC Inc. adequate supporting documentation to validate all invoiced costs on a monthly basis to include:
 - Details of all services performed as charged to this Work Authorization. Provide a list that specifies:
 - (1) The ACP point of contact (the requestor's name) for the service(s) performed;
 - (2) Services performed;
 - (3) Date the services were performed; and
 - (4) Name(s) and number of hours of DOE prime contractor personnel associated with performing services.

9.0 POINT(S) OF CONTACT

<u>POSITION</u>	<u>NAME</u>	<u>LOCATION</u>	<u>PHONE</u>
Site Technical Rep	Greg Lang	X-112	740-897-2053
Alt. Site Technical Rep	Keith Lisk	X-112	740-897-2953

10.0 SCHEDULE REQUIREMENTS

- Requested services must be provided by the USEC Inc. established need date specified at the time of the request, unless an alternate date is mutually agreed upon by the DOE Point of Contact and the ACP STR.

11.0 SECURITY REQUIREMENTS

- DOE through its contractor performing the services must provide the ACP STR a list of personnel required to access USEC Inc. subleased areas in order to perform this SOW.
- Personnel required to enter USEC Inc. subleased areas to perform services must have the appropriate security clearance extended to USEC Inc.
- DOE through its contractor performing the services must follow USEC Inc. security requirements when performing work in USEC Inc. subleased areas.

12.0 SPECIAL PROVISIONS

- Services under this Statement of Work will be provided in accordance with applicable DOE Contractor policies and procedures. DOE Contractor policies and procedures must comply with ACP requirements.
- The ACP STR must provide prior approval for any work activity requiring access or traversing USEC Inc. subleased space, which was not requested by USEC Inc.
- Work activities in USEC Inc. subleased space must meet ACP fire safety requirements.
- Combustibles in USEC Inc. subleased space must be minimized and work area must be cleaned at completion of activity.
- No changes are to be made to requirements in this SOW with regards to any programs, processes, or procedures without review and concurrence by the DOE Contact and the USEC Inc. Contracts Contact identified herein. The ACP STR will identify ACP programs, processes, or procedures applicable to this SOW.

13.0 ACCEPTANCE OF SERVICES

- The ACP STR shall verify and document that all deliverables and services requested have been received and that all requirements have been satisfied. Any nonconformance shall be just cause for rejection of the service provided and for delayed payment until DOE through its contractor performing the services complies with the SOW.
- The services provided under this SOW shall be inspected by USEC Inc. personnel and all services shall be approved by the ACP STR.

Reverse Work Authorization Form
[For Services provided to USEC Inc.]

WA Title: FSS Security & HSPD-12 Security Badging	Date Prepared: October 15, 2012	
USEC Inc. Contact: Dale Bauer, (Contracts) Josh Blakeman (Technical)	Work Authorization No.: 815218	
Phone No.: 740-897-2185 (Contracts) 740-897-2397 (Technical)	Requestor: USEC Inc.	
DOE Contact: (1) (ORO) Richard Molenaar (2) Matt Vick (PPPO-Lex)	Work Order No.:	
Phone No.: (1) 865-576-0164 (2) 740-897-2089	MODIFICATION	
Start Date: Date last signed by the Parties	Modification No.: 13	Modification Date: 10/26/2012
End Date: November 30, 2012	Funding (+/-): [REDACTED]	
Estimated Cost: \$ [REDACTED] per month	WFO No.: 495731	
Funding Obligation [REDACTED]		
<p>WORK EXPLANATION/REQUIREMENTS: SCOPE (Define deliverables, milestones, quantities, special requirements, etc.) (If modification, describe change.)</p> <p>Modification 13 to Work Authorization No. 815218 provides for the following changes:</p> <ol style="list-style-type: none"> Revises the Statement of Work to be as attached. Incorporates changes to the WA language as set forth below and increases the funding by [REDACTED] from [REDACTED] to [REDACTED] to cover the additional work. <p>All other terms and conditions of the Work Authorization are unchanged and remain in full force and effect.</p> <p>This Work Authorization covers the cost of implementation of Homeland Security Presidential Directive 12 (HSPD-12) and the subsequent security badging of United States Enrichment Corporation (USEC), USEC Inc. and associated contractor personnel and other direct security activities, such as locksmith support, cyber security support and other security activities not covered by reverse WA 813668, Security Support. This covers the labor, materials and equipment, technical and professional services to provide badging services per the attached statement of work titled "FSS Security Support & HSPD-12 Security Badging Services". This service will be provided by the U. S. Department of Energy (DOE) through its contractor performing the services.</p> <p>Work will be performed under the September 2006 "Agreement for Services between the United States Department of Energy and the United States Enrichment Corporation" (the "Services Agreement") and under the December 2006 "Memorandum of Agreement between United States Department of Energy and United States Enrichment Corporation for the Supply of Services, Modification No. 1" (the "Services MOA"), as set forth in Exhibit F to the Lease Agreement dated July 1, 1993 (the "GDP Lease"). The services provided by DOE or its contractor (or applicable subcontractors) shall also be consistent with the terms of the March 2011 "Master Blinding Facility Agreement For Return and Transfer of Property Leased by United States Enrichment Corporation at the Former Gaseous Diffusion Plant in Piketon, Ohio" (the "MBFA").</p> <p>USEC Inc. is the parent of United States Enrichment Corporation. Pursuant to Appendix 1 to the GDP Lease, entered into by the DOE and United States Enrichment Corporation in 2006 (the "GCEP Lease"), and the Amended and Restated Sublease entered into between USEC Inc. and United States Enrichment Corporation in 2006, USEC Inc. may receive services from the DOE for the ACP under the aforementioned Services Agreement and Services MOA.</p> <p>This is a Cost reimbursement type Work Authorization. Payments will be based on full cost recovery, consistent with DOE Order DOE O 522.1, Pricing of Departmental Materials and Services. DOE reserves the right to revisit the cost estimate provided to USEC Inc. on which the Estimated Cost section of the WA is based to accommodate full cost recovery. The total</p>		

estimated cost and Federal Administrative Charge (if applicable) for the period of performance is [redacted] per month.

In accordance with Article V- "Billings and Payment" of the Services MOA, USEC Inc. agrees to provide advance funding to DOE in the amount of [redacted] which is the estimate of cost to be incurred in 45 calendar days of the services to be provided under this WA prior to the Start Date above. During the performance period of this WA, prior to the end of each calendar month USEC Inc. shall pay DOE (payments to be sent to the address below) the estimated monthly amount set forth in the Estimated Cost section of this WA ([redacted] per month) for the services provided (except as adjusted below) to ensure that sufficient funding is available to DOE to cover the estimated costs of services provided plus funding for 45 days. DOE shall submit monthly statements of the actual costs of the services rendered to USEC Inc. under this WA. DOE and USEC Inc. shall compare the monthly statement of actual costs with the estimated monthly amount. Based on this comparison, the estimated monthly amount shall be either increased for actual costs incurred in the preceding month in excess of [redacted] or decreased if actual costs in the preceding month are less than [redacted].

DOE Payment Address:

US Bank
 Attn: Government Lockbox
 Mail code #SL-MOC2GL
 1005 Convention Plaza
 St. Louis, MO 63101

A combined monthly statement of costs for the badging services and direct security activities shall be submitted via e-mail to USEC Inc. Accounts Payable at AccountsPayable@PORTS.usec.com and to Burkittv1@usec.com.

The monthly statements of costs shall include:

- (i) Statement date;
- (ii) Work Authorization number;
- (iii) Information as set forth in the Deliverables section of the Statement of Work; and
- (iv) Description, quantity, unit of measure, unit price and extended price of services performed.

DOE's statement of costs for the HSPD-12 Badging services under this Work Authorization shall be at a rate of \$45 per HSPD-12 badge issued. This rate covers the issuance of the badge and all access fees for one calendar year. The actual costs will be trueed up following the end of each Government Fiscal Year with DOE submitting an invoice for any additional costs or a Credit Memo for any excess costs paid by USEC Inc. based on the actual costs incurred by the DOE contractor performing the services in accordance with its approved accounting practices and per the Allowable Cost and Payment clause (FAR 52.216-7) included in its prime contract with DOE. Actual costs shall be those charged to DOE under the DOE contractor's prime contract for the badging services provided under this Work Authorization.

The DOE prime contractor providing the direct security activities under this WA will invoice DOE based on actual costs incurred in accordance with its approved accounting practices and per the Allowable Cost and Payment clause (FAR 52.216-7) included in its prime contract with DOE. Costs charged to USEC Inc. by DOE shall be those charged to DOE under the DOE Contractor's prime contract for the services provided under this WA plus any applicable additional DOE costs associated with performing the services and the 3% Federal Administrative Charge, if applicable.

USEC Inc. Approval	U.S. DEPARTMENT OF ENERGY APPROVAL:	
	Work Authorization Technical Representative:	
	Signature: <i>[Signature]</i>	Date: 10/30/12
	Contracting Officer:	
	Signature: <i>[Signature]</i>	Date: 11/7/12
	DOE-ORO Management Approval	
	Signature: <i>[Signature]</i>	Date: 11/13/12
	DOE Management Approval:	
Signature: <i>[Signature]</i>	Date: 10/24/12	Signature: <i>[Signature]</i>
Title: Manager, Government Contracts		Date: 11/6/12

**Statement of Work
Facility Site Services (FSS) Security Support & HSPD-12 Security Badging Services**

1.0 Introduction

In an effort to enhance access controls, the United States government issued the Homeland Security Presidential Directive 12 (HSPD-12) to set policy for a common, reliable, and secure identification standard for federal employees and contractors and certain individuals. This directive includes United States Department of Energy (DOE) contractor employees and others, with access to DOE-owned or DOE-leased facilities. This policy applies to all Departmental Elements, DOE federal employees, all contractor employees with an access authorization (security clearance), and personnel who require access to DOE-owned or DOE-leased facilities. *Reference DOE N 206.4, Personal Identity Verification.*

2.0 Purpose

The purpose of this Statement of Work is for DOE, through its contractor performing the services, to provide security badging services to USEC, USEC Inc. and their contractors in accordance with DOE Notice 206.4 and to provide other direct security activities, such as locksmith support, cyber security support and other security support as requested by the ACP Site Technical Representative (STR).

3.0 General

- DOE through its contractor performing the services will prepare and issue HSPD-12 credentials and provide other direct security activities as requested by the ACP STR.
- All work shall be performed in accordance with all applicable permits, laws, and regulations of the State of Ohio, the Federal Government, DOE Orders, and all other Codes, Standards, and Procedures as applicable.
- DOE through its contractor performing the services will provide the labor, materials, and equipment to provide HSPD-12 security badging for USEC, USEC Inc., and their contractor personnel and other direct security activities as requested by the ACP STR. Services needed will be identified to DOE's contractor performing the services on an as needed basis.

4.0 HSPD-12 Provided Service

- DOE through its contractor performing the services will enroll USEC, USEC Inc. and their contractor personnel as requested by the ACP STR, estimated not to exceed at 260 individuals, into the HSPD-12 Credentialing Center.
- Following enrollment, personnel will be scheduled for an appointment at the HSPD-12 Credentialing Center for activation of the credentials
- The center will be operational and appointments will be made for the period Monday through Friday from 0730 hrs. to 1700 hrs. excluding DOE scheduled holidays.
- USEC Inc. management will be responsible for ensuring the personnel to be issued HSPD-12 badges expeditiously schedule enrollment and activation appointments on-line through the GSA Scheduler system.

5.0 POINT(S) OF CONTACT

The ACP STR is Josh Blakeman, 740-897-2397.

6.0 Reporting

- DOE will report monthly the requests made for badges by the ACP STR and the status of any badges requested but not yet issued.
- DOE will report following the end of each Government Fiscal Year the actual cost of performance under this SOW.

7.0 Cost Estimate and Assumptions

- Badging of USEC, USEC Inc. and their contractor personnel for the near term is estimated not to exceed 260 personnel for an estimate for labor and materials of \$11,790. However, the ACP STR will request these as needed and may only utilize a small fraction of this not to exceed the total. The estimate assumes no new staffing, overtime, equipment or facility upgrades are needed to support the task. Estimate also assumes personnel are scheduled as the badging office can accept personnel. A continuing monthly access fee is also incorporated in the estimate but not beyond the first year.
- The estimate for other direct security activities will be prepared and submitted to USEC Inc. as required.

8.0 DELIVERABLES

- DOE shall provide USEC Inc. adequate supporting documentation to validate all Invoiced costs for direct security activities on a monthly basis to include:
- Details of all services performed as charged to this Work Authorization. Provide a list that specifies:
 - (1) The ACP point of contract (the requestor's name) for the service(s) performed;
 - (2) Services performed;
 - (3) Date the services were performed; and
 - (4) Name(s) and number of hours of DOE prime contractor personnel associated with performing services.

9.0 ACCEPTANCE OF SERVICES

- USEC Inc. shall verify that all deliverables and services are received in a timely manner and that all requirements are satisfied.
- Any nonconformance shall be just cause for rejection of the service provided and for delayed payment until DOE through its contractor performing the services complies with the SOW.