

2. AMENDMENT/MODIFICATION NO. A162	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 09EM002203	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
		10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

1250	2005	33	490003	61000000	25400	1110953	0000445	2,278.00
1250	2006	33	490003	61000000	25400	1110954	0000442	3,214.00
1250	2007	33	490003	61000000	25400	1110954	0000442	3,393.84
1250	2008	33	490003	61000000	25400	1110954	0000442	41,451.00
1250	2007	33	490003	61000000	25400	1110957	0000443	.20
1250	2009	33	490003	61000000	25400	1110957	0000443	.12
1751	2008	33	490003	61000000	25400	1110305	0003899	5,843.00
1751	2009	33	490003	61000000	25400	1110305	0003899	<u>162,157.00</u>
								218,337.16

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 \$218,337.16 in funding to the contract as follows:

Funds Obligated through last Modification:	\$1,403,616,726.23
Funds Obligated by this Modification:	<u>218,337.16</u>
Funds Obligated since Inception of Contract:	\$1,403,835,063.39

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR	16C. DATE SIGNED 9/30/09
BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

2. AMENDMENT/MODIFICATION NO. **A163** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM0000029** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444**
10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

1250	2010	33	490003	25400	1110954	0000443	11,933,000.00
1250	2010	33	490003	25400	1111094	0000441	341,931.44
1250	2010	33	490003	25400	1111095	0000441	19,644.03
1250	2010	33	490003	25400	1111097	0000441	22,611.53
1250	2010	33	490003	25400	1111098	0000441	3,594.44
1250	2010	33	490003	25400	1111102	0000441	30,176.56
							12,350,958.00

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
- 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:
- X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): **Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 \$12,350,958.00 in funding to the contract as follows:

Funds Obligated through last Modification:	\$1,403,835,063.39
Funds Obligated by this Modification:	12,350,958.00
Funds Obligated since Inception of Contract:	\$1,416,186,021.39

Except as provided herein, all terms and conditions of the document referenced in Items 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) **Arthur L. Welton, Contracting Officer**

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information" 16C. DATE SIGNED **10/13/09**

BY _____ (Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A164	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10E.M0000094	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
		10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

TAS:89 0253 008049 2009 33 490003 25400 1111389 2002190 0000000 0000000 (\$1,822,000)---

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 de-obligate \$1,822,000.00 in American Recovery and Reinvestment Act (ARRA) funding from the contract. The terms and conditions incorporated under Modification A148 apply to the effort performed using these funds to track and report funds. The ARRA funds obligated to date and the total funds obligated to date are calculated as follows:

ARRA Funds Obligated obligated to date:	\$154,947,000.00
ARRA Funds Deobligated by this Modification:	<u>(1,822,000.00)</u> ---
ARRA Funds Obligated since Inception of Contract:	\$153,125,000.00
Funds Obligated through last Modification:	\$1,416,186,021.39
Funds Deobligated by this Modification:	<u>(1,822,000.00)</u> ---
Funds Obligated since Inception of Contract:	\$1,414,364,021.39

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15 "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 11/9/09
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

2. AMENDMENT/MODIFICATION NO. A165 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. 10EM0000092/10EM0000285 5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090 CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220 CODE FACILITY CODE 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444 10B. DATED (SEE ITEM 13) 12/14/2000

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 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)

1250	2010	33	490003	25400	1110954	0000442	10,716,000.00	10EM0000092
1250	2010	33	490003	25400	1110956	0003804	564,000.00	10EM0000092
1250	2010	33	490003	25400	1111094	0000441	296,417.26	10EM0000092
1250	2010	33	490003	25400	1111095	0000441	17,029.23	10EM0000092
1250	2010	33	490003	25400	1111097	0000441	19,601.73	10EM0000092
1250	2010	33	490003	25400	1111098	0000441	3,115.99	10EM0000092
1250	2010	33	490003	25400	1111102	0000441	26,159.79	10EM0000092
1250	2009	33	490003	25400	1110957	0000443	300,000.00	10EM0000285
							\$11,342,324.00	

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
 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:
 X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 \$11,342,324.00 in funding to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification: \$1,414,364,021.39
 Funds Obligated by this Modification: 11,342,324.00
 Funds Obligated since Inception of Contract: 1,425,706,345.39

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR BY (Signature of person authorized to sign) 15C. DATE SIGNED 16C. DATE SIGNED Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information" 16D. DATE SIGNED 11/10/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M166	3. EFFECTIVE DATE December 4, 2008	4. REQUISITION/PURCHASE REQ. NO. N/A-NO PR	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090		Arthur L. Welton (505) 234-7461		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01A1.66444
FACILITY CODE				10B. DATED (SEE ITEM 13) December 14, 2000
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:				
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)			
	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	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties			
	D. OTHER (Specify type of modification and authority) Incremental Funding			
E. IMPORTANT: Contractor _____ is not, <u>XX</u> is required to sign this document and return <u>3</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
See following pages:				
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.				
16A. NAME AND TITLE OF SIGNER (Type or print) M. F. Shanf, President and General Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		16C. DATE SIGNED 11/24/09	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	
			16C. DATE SIGNED 11/24/2009	

a. The purposes of this modification are to:

1. Effective December 4, 2008, update FAR clauses in Section I of the contract by incorporating FAR 52.203-13 entitled, "Contractor Code of Business Ethics and Conduct;" FAR 52.203-14 entitled, "Display of Hotline Posters;" and FAR 52.222-51 entitled, "Employment Eligibility Verification" into Section I of the contract.
2. Effective October 12, 2009, the following DOE orders are incorporated into Section J, Attachment H of the contract:

DOE M 470.4-2A	Physical Protection
DOE O 251.1C	Department Directives Program
DOE M 470.4-4A	Information Security

b. As a result of this change, the following are incorporated into the contract:

1. FAR 52.203-13 entitled, "Contractor Code of Business Ethics and Conduct. (Dec 2008);" FAR 52.203-14 entitled, "Display of Hotline Posters (Dec 2007);" and FAR 52.222-51 entitled, "Employment Eligibility Verification (Jan 2009)" are hereby incorporated at the specified revision dates.
2. Part III, Section J, Attachment H to the contract is updated to include all relevant DOE Orders and Manuals through August 12, 2009. Many changes are merely administrative changes or changes in title; however, the following may have impacts, which shall be documented and requested by Programmatic Change Request (PCR) when impact information becomes available to fully assess the following changes

DOE M 470.4-2A	Physical Protection
DOE O 251.1C	Department Directives Program
DOE M 470.4-4A	Information Security

- c. All other terms and conditions of the contract, remain unchanged and in full force and effect.
- d. As a result of the aforementioned changes, remove the page(s) listed under Column I below and substitute therewith the page(s) set forth under Column II, all of which are attached hereto and made part of the contract by this modification:

Column I

SECTION I – PART II
CONTRACT CLAUSES

Deleted in its entirety

Column II

SECTION I – PART II
CONTRACT CLAUSES

Pages I-i through I-184

Column I

SECTION J, ATTACHMENT H
LIST OF ATTACHMENTS

Deleted in its entirety

Column II

SECTION J, ATTACHMENT H
LIST OF ATTACHMENTS

Pages 1-4

- e. CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost change confirmed by this modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

| *

Section I – CONTRACT CLAUSES
Modification No. M166
Contract No. DE-AC29-01AL66444

SECTION I

PART II – CONTRACT CLAUSES

Part II - Contract Clauses

Section I

TABLE OF CONTENTS

I.1	FAR 52.202-1 DEFINITIONS (JUL 2004) (A000)	8
I.2	FAR 52.203-3 GRATUITIES (APR 1984) (A000)	8
I.3	FAR 52-203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) (A000)	9
I.4	FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) (A000)	9
I.5	FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) (A000)	10
I.6	FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (A000)	11
I.7	FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (A000)	12
I.8	FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (M109)(M130)	13
I.9.	FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (DEC 2008) (M166)	
I.10	FAR 52.203-14 DISPLAY OF HOTLINE POSTERS (DEC 2007) (M166)	19
I.11	FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989) (A000)	20
I.12	FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) (A000) (M016)	21
I.13	FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (M066)	22
I.14	FAR 52.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION (JAN 2004) (M066) .	24
I.15	FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002) (M066)	28
I.16	FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) (M109)	28
I.17	FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (A000) (M016)	29
I.18	FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) (A000)	30
I.19	FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (M066)	30
I.20	FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997) (M066)	31
I.21	FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004) (A000) (M066)	31

Section I – CONTRACT CLAUSES
Modification No. M166
Contract No. DE-AC29-01AL66444

I.22 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) (A000) (M016) (M066).....32

I.23 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) (A000) (M016) (M035) (M109)(M130)34

I.24 FAR 52.219-16 LIQUIDATED DAMAGES–SUBCONTRACTING PLAN (JAN 1999) (A000)38

I.25 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING (OCT 1999) (A000).....39

I.26 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (A000)39

I.27 FAR 52.222-3 CONVICT LABOR (JUN 2003) (A000) (M066).....39

I.28 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEPT 2000) (A000) (M016)40

I.29 FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) (A000).....41

I.30 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (A000).....42

I.31 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2006) (A000)(M130).....42

I.32 FAR 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) (M016) (M066).....44

I.33 FAR 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA , AND OTHER ELIGIBLE VETERANS (SEPT 2006) (A000)(M109).....44

I.34 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (A000).....48

I.35 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006) (A000) (M016) (M035) (M109).....

I.36 FAR 52.222-51 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009).....45

I.37 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (A000).....53

I.38 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (A000) (M066)54

I.39 FAR 52.223-6 DRUG FREE WORKPLACE (MAY 2001) (M016)55

I.40 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000) (M016).....57

I.41 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (M016).....58

I.42 FAR 52-223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995) (A000)58

I.43 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (A000) (M016) (M066)58

I.44 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) (A000).....60

I.45 FAR 52.224-2 PRIVACY ACT (APR 1984) (A000).....60

I.46 FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (MAY 2002) (M016) (M035)61

Section I – CONTRACT CLAUSES
Modification No. M166
Contract No. DE-AC29-01AL66444

I.47	FAR 52.225-8 DUTY-FREE ENTRY (FEB 2000) (A000) (M016)	62
I.48	FAR 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JAN 2005) (M016) (M035) (M066)	64
I.49	FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006) (A000) (M016) (M066) (M109)	67
I.50	FAR 52.227-3 PATENT INDEMNITY (APR 1984) (A000)	68
I.51	FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (M016)(M130)	65
I.52	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987) (A000)	69
I.53	FAR 52.229-10 NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003) (A000) (M066)	69
I.54	FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998) (A000)	71
I.55	FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) (A000)	72
I.56	FAR 52.232-17 INTEREST (JUN 1996) (A000)	75
I.57	FAR 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986) (A000)	75
I.58	FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991) (A000)	76
I.59	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (ALTERNATE 1) (JUN 1985) (A000)	77
I.60	FAR 57.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) (A000)	78
I.61	FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991) (A000)	78
I.62	FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (M066)	79
I.63	FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (A000)	79
I.64	FAR 52.242-13 BANKRUPTCY (JUL 1995) (A000)	80
I.65	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) (A000)	80
I.66	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2006) (A000) (M016) (M035) (M066) (M109)	80
I.67	FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (A000) (M109)	82
I.68	FAR 52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003) (A000) (M066)	82
I.69	FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (A000) (M016) (M066) (M107)	83
I.70	FAR 52.248-1 VALUE ENGINEERING (FEB 2000) (M107)	85
I.71	FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) (A000) (M066)	92
I.72	FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984) (A000)	96
I.73	FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991) (A000)	96

I.74	FAR 52.253-1 COMPUTER-GENERATED FORMS (JAN 1991) (A000)	97
I.75	{RESERVED}	97
I.76	{RESERVED}	97
I.77	{RESERVED}	97
I.78	{RESERVED}	97
I.79	{RESERVED}	97
I.80	{RESERVED}	97
I.81	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) (M016)	97
I.82	DEAR 952.204-2 SECURITY (MAY 2002) (A000) (M066)	97
I.83	DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997) (A000)	100
I.84	DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (A000)	101
I.85	DEAR 952.204-73 FACILITY CLEARANCE (MAY 2002) (M035)	101
I.86	DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (REMOVED) (A000) (M066)	104
I.87	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000) (M016)	104
I.88	DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984) (A000)	105
I.89	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (JUN 1997) (A000) (M016)	105
I.90	DEAR 952.211-71 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996) (M016)	108
I.91	DEAR 952.215-70 KEY PERSONNEL (DEC 2000) (M016)	108
I.92	DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984) (A000)	109
I.93	DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984) (A000)	109
I.94	DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994) (A000)	109
I.95	DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997) (A000)	110
I.96	DEAR 952.227-13 PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (SEP 1997) (A000) (M066)	110
I.97	DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000) (M066)	119
I.98	DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000) (A000) (M016)	120
I.99	DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996) (A000)	120
I.100	DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000) (A000) (M016)	124
I.101	{RESERVED}	125
I.102	{RESERVED}	125
I.103	{RESERVED}	125

I.104	{RESERVED}	125
I.105	DEAR 970.5203-1 MANAGEMENT CONTROLS (MAY 2006) (M016) (M109)	125
I.106	DEAR 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006) (M016) (M109).....	126
I.107	DEAR 970.5203-3 CONTRACTOR'S ORGANIZATION (DEC 2000) (A000) (M016)	127
I.108	DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000) (A000) (M016).....	127
I.109	DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) (M016)	128
I.110	DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005) (M016) (M109)	130
I.111	DEAR 970.5204-13 ALLOWABLE COSTS, BASE FEE AND PERFORMANCE FEE (MANAGEMENT AND OPERATING CONTRACTS) (MAR 1998) (REMOVED) (A000) (M066)	132
I.112	DEAR 970.5208-1 PRINTING (DEC 2000) (M016).....	132
I.113	DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) ALTERNATE II (DEC 2000) (MODIFIED) (M016)	132
I.114	DEAR 970.5215-2 MAKE-OR-BUY PLAN (DEC 2000) (REMOVED AND RESERVED) (M016)	135
I.115	DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (JAN 2004) ALTERNATE I (JAN 2004) ALTERNATE II (JAN 2004) (M016) (M066).....	135
I.116	DEAR 970.5215-4 COST REDUCTION (DEC 2000) (A000) (M016)	139
I.117	DEAR 970.5217-1 WORK FOR OTHERS PROGRAM (JAN 2005) (M130)	139
I.118	DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS (DEC 2000) (M016)	143
I.119	DEAR 970.5222-2 OVERTIME MANAGEMENT (DEC 2000) (A000) (M016)	145
I.120	DEAR 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000) (M016)	145
I.121	DEAR 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003) (A000) (M016) (M066)	148
I.122	DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000) (A000) (M016).....	149
I.123	DEAR 970.5223-5 DOE MOTOR VEHICLE FUEL EFFICIENCY (OCT 2003) (M066).	149
I.124	DEAR 970.5226-1 DIVERSITY PLAN (DEC 2000) (A000) (M016)	150
I.125	DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000) (M016)	150
I.126	DEAR 970.5226-3 COMMUNITY COMMITMENT (DEC 2000) (M016)	150
I.127	DEAR 970.5227-1 RIGHTS IN DATA FACILITIES (DEC 2000) (M066).....	150
I.128	DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) (M016) (M035).....	156

Section I – CONTRACT CLAUSES
Modification No. M166
Contract No. DE-AC29-01AL66444

I.129 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002) (M016) (M035)156

I.130 DEAR 970.5227-6 PATENT INDEMNITY—SUBCONTRACTS (DEC 2000) (M016)157

I.131 DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002) (M016) (M035).....157

I.132 DEAR 970.5227-11 PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000) (M066).....158

I.133 DEAR 970.5228-1 INSURANCE–LITIGATION AND CLAIMS (MAR 2002) (A000) (M016) (M066)165

I.134 DEAR 970.5229-1 STATE AND LOCAL TAXES (DEC 2000) (A000) (M016)168

I.135 DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) ALTERNATE II (DEC 2000) (A000) (M016).....169

I.136 DEAR 970.5232-1 REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000) (M016).....169

I.137 DEAR 970.5232-2 PAYMENTS AND ADVANCES (DEC 2000) ALTERNATE II (DEC 2000), ALTERNATE III (DEC 2000) (M016).....170

I.138 DEAR 970-5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000) ALTERNATE II (JUNE 2007) (M016)(M130)173

I.139 DEAR 970.5232-4 OBLIGATION OF FUNDS (DEC 2000) (MODIFIED) (M016).....175

I.140 DEAR 970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000) (M016).....177

I.141 DEAR 970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000) (M016)177

I.142 DEAR 970.5232-7 FINANCIAL MANAGEMENT SYSTEM (DEC 2000) (M016).....177

I.143 DEAR 970.5232-8 INTEGRATED ACCOUNTING (DEC 2000) (M016).....178

I.144 DEAR 970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000) (M016)178

I.145 DEAR 970.5237-2 FACILITIES MANAGEMENT (DEC 2000) (A000) (M016)178

I.146 DEAR 970.5242-1 PENALTIES FOR UNALLOWABLE COSTS (DEC 2000) (M016)179

I.147 DEAR 970.5243-1 CHANGES (DEC 2000) (A000) (M016).....180

I.148 DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM (MAY 2006) (M016) (M066) (M109)181

I.149 DEAR 970.5245-1 PROPERTY (DEC 2000) (A000) (M016)186

Note 1: The references cited herein are from the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1), the U.S. Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9), and the U.S. Department of Energy Procurement Regulations (DOE-PR) (41 CFR Chapter 9).

Note 2: Consistent with DEAR 970.5202, DEAR clauses indicated as “(Modified)” means that a minor change(s) in wording of the clause has been made for the purpose of clarification

Section I – CONTRACT CLAUSES
Modification No. M166
Contract No. DE-AC29-01AL66444

only and not with the intent of altering the meaning, intent, substance, or the principles expressed in the clause.

Part II

Section I

CONTRACT CLAUSES

I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) (A000)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

I.2 FAR 52.203-3 GRATUITIES (APR 1984) (A000)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this Contract is terminated under paragraph (a) above, the Government is entitled--
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than three nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph

(c)(2) is applicable only if this Contract uses money appropriated to the Department of Defense.)

- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.3 FAR 52-203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) (A000)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) (A000)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this Contract which exceed \$100,000.

I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) (A000)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Prime Contractor, Prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the Prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or

- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a Prime Contractor to the United States or in the contract price charged by a subcontractor to a Prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this Contract which exceed \$100,000.

I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (A000)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may --
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which --
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either --

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the Contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (A000)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of sub-section 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be --
 - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.
 - (3) For cost-plus-award-fee contracts --
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

- (4) For fixed-price-incentive contracts, the Government may --
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this Contract for default. The rights and remedies of the government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (M109)(M130)

(a) Definitions. As used in this clause—

“Agency” means “executive agency” as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency

consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person’s products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person’s products or services for an agency’s use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, “professional and technical services” are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

(End of clause)

I.10. CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (DEC 2008) (M166)

(a) Definitions. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I.11. Display of Hotline Poster(s). (Dec 2007) (M166)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)

Obtain from

DHS Fraud Hotline DHSCIGHOTLINE@dhs.gov and http://www.dhs.gov/xoia/about/ac_1163703329805.shtm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.11 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989) (A000)

This Contract is subject to the written approval of the DOE Procurement Executive or designee and shall not be binding until so approved.

**I.12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(A000) (M016)**

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as-

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as-
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is

encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

I.13 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (M066)

(a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that

identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

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

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

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

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.14 FAR 52.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION (JAN 2004) (M066)

(a) General. (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

(2) In addition to other remedies available to the Government, if the contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information, the contracting officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted data or other classified information pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount. (1) If in any period (see 48 CFR 952.204-76 (b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c)). The mitigating factors include, but are not limited to, the following:

- (i) Degree of control the contractor had over the event or incident.
- (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
- (iv) General status (trend and absolute performance) of safeguarding Restricted Data and other classified information and compliance in related security areas.

(2)(i) For purposes of this clause, (2)(i) Except in the case of performance-based firm-fixed-price contracts (see paragraph (b)(3) of this clause), the contracting officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit,

shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the safeguarding of Restricted Data and other classified information.

(c) **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) **First Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) **Second Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of

performance failures or performance failures of similar import that will be considered second degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
- (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
- (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).
- (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
- (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
- (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.
- (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of

the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

I.15 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002) (M066)

(a) Definitions.

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements-

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

I.16 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) (M109)

(a) The Government suspends or debars Contractors to protect the Government's interests.

The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

I.17 FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (A000) (M016)

(a) Definitions.

As used in this clause-

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means-

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

I.18 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) (A000)

Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) Representations and other instructions; (c) Contract Clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

I.19 FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (M066)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either-

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data-Modifications.

I.20 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997) (M066)

(a) The requirements of paragraphs (b) and (c) of this clause shall-

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

I.21 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004) (A000) (M066)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be-

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the

pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

I.22 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) (A000) (M016) (M066)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with

permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"*Small disadvantaged business concern*" means a small business concern that represents, as part of its offer that-

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"*Veteran-owned small business concern*" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"*Women-owned small business concern*" means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled

veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.23 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) (A000) (M016) (M035) (M109)(M130)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
 - (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
 - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I.24 FAR 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) (A000)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**I.25 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-
DISADVANTAGED STATUS AND REPORTING (OCT 1999) (A000)**

- (a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.
- (b) *Reporting requirement.* If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

I.26 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (A000)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.27 FAR 52.222-3 CONVICT LABOR (JUN 2003) (A000) (M066)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons-

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.28 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEPT 2000) (A000) (M016)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

- (c) **Withholding for unpaid wages and liquidated damages.** The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) **Payrolls and basic records.**
 - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) **Subcontracts.** The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

I.29 FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) (A000)

If this Contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

I.30 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (A000)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.31 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (A000) (M130)

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
- (c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;

- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

I.32 FAR 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) (M016) (M066)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

I.33 FAR 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006) (A000)(M109)

(a) *Definitions.* As used in this clause—

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part

of the active duty was performed—

- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs;
- and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**I.34 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(A000)**

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating-

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U. S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.35 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006) (A000) (M016) (M035) (M109)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and

other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.36 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) (M166)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply that is—

(I) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement

entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

I.37 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (A000)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (a) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material
(If none, insert "None") Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered non-responsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.38 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(AUG 2003) (A000) (M066)**

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

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

I.39 FAR 52.223-6 DRUG FREE WORKPLACE (MAY 2001) (M016)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about-
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.40 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000) (M016)

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

I.41 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (M016)

- (a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.42 FAR 52-223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995) (A000)

The contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

I.43 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (A000) (M016) (M066)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if-

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt-

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall-

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall-

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

I.44 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) (A000)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I.45 FAR 52.224-2 PRIVACY ACT (APR 1984) (A000)

(a) The Contractor agrees to--

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Contract specifically identifies--
 - (i) The system of records; and
 - (ii) The design, development, or operation work that the Contractor is to perform.
- (2) Include the Privacy Act notification contained in this Contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and
- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this Contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

- (c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals," as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I.46 FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (MAY 2002) (M016) (M035)

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

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means-

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

2. AMENDMENT/MODIFICATION NO. A167		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM0000454	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	
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 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)

1250 2005 33 490003 25400 1110800 0002167 1,513,500.00 10EM0000454

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 \$1,513,500.00 in funding to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,425,706,345.39
Funds Obligated by this Modification:	1,513,500.00
Funds Obligated since Inception of Contract:	1,427,219,845.39

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 11/30/09
BY _____ (Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. A169	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM0000546	5. PROJECT NO. (If applicable)
--	---	---	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
	10B. DATED (SEE ITEM 13) 12/14/2000

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 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)

01250	2010	33	490003	25400	1110954	0000442	40,893,402.88	10EM0000546
01250	2010	33	490003	25400	1110956	0003804	530,092.00	10EM0000546
01250	2010	33	490003	25400	1110957	0000443	3,606,010.10	10EM0000546
01250	2010	33	490003	25400	1111094	0000441	1,636,221.00	10EM0000546
01250	2010	33	490003	25400	1111095	0000441	94,067.00	10EM0000546
01250	2010	33	490003	25400	1111097	0000441	108,119.00	10EM0000546
01250	2010	33	490003	25400	1111098	0000441	17,174.00	10EM0000546
01250	2010	33	490003	25400	1111102	0000441	144,418.00	10EM0000546
							47,029,503.98	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 incrementally obligate \$47,029,503.98 in funding to contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,426,928,782.39
Funds Deobligated by this Modification:	47,029,503.98
Funds Obligated since Inception of Contract:	1,473,958,286.37

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR	16C. DATE SIGNED 12/19/09
BY _____ (Signature of person authorized to sign)	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)

2. AMENDMENT/MODIFICATION NO. A170		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM0000641	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

01250	2005	33	490003	61000000	25400	1110672	0001763	(32,029.00)	10EM0000641
01250	2009	33	490003	61000000	25400	1111308	0003947	(787,639.00)	10EM0000641
01258	2009	33	490003	61000000	25400	1111308	0003947	787,639.00	10EM0000641
06049	2009	33	490003	61000000	25400	1110389	2002190	(96,000.00)	10EM0000641
06049	2009	33	490003	61000000	25400	1111389	2002190	96,000.00	10EM0000641
01250	2010	33	490003	61000000	25400	1110954	0000443	(11,933.00)	10EM0000641
01250	2010	33	490003	61000000	25400	1110954	0000442	11,933.00	10EM0000641
06049	2009	33	490003	61000000	25400	1111389	0002190	(1,822,000.00)	10EM0000641
08049	2009	33	490003	61000000	25400	1111389	0002190	1,822,000.00	10EM0000641
01250	2005	33	490003	61000000	25400	1110800	0002167	(1,513,000.00)	10EM0000641
01250	2010	33	490003	61000000	25400	1110800	0002167	1,513,000.00	10EM0000641
								(32,029.00)	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 incrementally de-obligate \$32,029.00 in funding from the contract and make administrative changes to funding data include in block 12 of this form. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification: 1,473,958,286.37
Funds Deobligated by this Modification: (32,029.00)
Funds Obligated since Inception of Contract: 1,473,926,257.37

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 12/22/09
BY _____ (Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. A171	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM000828/10EM000787	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE FACILITY CODE		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL6644	
		10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

01250	2010	33	490003	25400	1110956	0003804	3,500,000.00	10EM000828
01250	2010	33	490003	25400	1110800	0002167	2,109,580.00	10EM000787
							5,609,580.00	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 incrementally obligate \$5,609,580.00 in funding from the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,473,926,257.37
Funds Obligated by this Modification:	5,609,580.00
Funds Obligated since Inception of Contract:	1,479,535,837.37

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
	16C. DATE SIGNED 1/7/10

2. AMENDMENT/MODIFICATION NO. A172	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM001112	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE:	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE FACILITY CODE		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
		10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

00500 2009 33 490003 25400 2923703 0000000 <422,500.00> **10EM001112**

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

	1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties and Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"
	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 following page:

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

15A. NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, President and General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
15C. DATE SIGNED 2-12-10	16C. DATE SIGNED 2/16/10

a. The purposes of this modification are as follows:

1) Decrease funds from the contract for a revised funding amount as follows:

Funds Obligated through last Modification:	1,479,535,837.37
Funds Deobligated by this Modification:	<u><422,500.00></u>
Funds Obligated since Inception of Contract:	1,479,113,337.37

2) The effective January 4, 2010, incorporate Special Contract Requirement (SCR) H.43 entitled, "Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 201 0)."

b. As a result of the aforementioned purposes, the contract is changed as follows:

1) Revise the obligation of funds amount in clause B.4 by decreasing it by \$422,500.00 from \$1,479,535,837.31 to \$1,479,113.37.

2) SCR H.43 is incorporated as follows:

H.43 Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2010)

The contractor agrees that none of the funds obligated on this' award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 USC. 191 3. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

c. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein as a complete and equitable adjustment for the decrease in funds and the incorporation of additional terms and conditions included herein, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M173	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

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 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 THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 administratively correct the accounting line item data in Modification A168. This modification does not change contract funding or contract value. The correct accounting line is as follows:

006049 2009 33 490003 25400 1111389 2002190 (\$291,043.00) — 10EM0000508

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 2/16/10
BY _____ (Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. **A174** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM001244** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01A166444**
10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2010	33	490003	25400	1110954	0000442	5,000,000.00	10EM001244
01250	2010	33	490003	25400	1110956	0003804	8,100,000.00	10EM001244
01250	2010	33	490003	25400	1110957	0000443	400,000.00	10EM001244
01250	2010	33	490003	25400	1111094	0000441	406,316.00	10EM001244
01250	2010	33	490003	25400	1111095	0000441	23,346.00	10EM001244
01250	2010	33	490003	25400	1111097	0000441	26,823.00	10EM001244
01250	2010	33	490003	25400	1111098	0000441	4,470.00	10EM001244
01250	2010	33	490003	25400	1111102	0000441	35,764.00	10EM001244
							13,996,719.00	

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

1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
 B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties and Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"
 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 incrementally obligate \$13,996,719.00 in funding from the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,479,113,337.37
Funds Deobligated by this Modification:	13,996,719.00
Funds Obligated since Inception of Contract:	1,493,110,056.37

Except as provided herein, all terms and conditions of the document referenced in Items 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) **Arthur L. Welton, Contracting Officer**
 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) 15C. DATE SIGNED Signature deleted OMB M-06-15 "Safeguarding Personally Identifiable Information" 16C. DATE SIGNED **2/23/2010**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. M175	3. EFFECTIVE DATE See block 16 C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
CODE		10B. DATED (SEE ITEM 13) December 14, 2000		
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 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)
NOT A FUNDING ACTION

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Three (3)</u> copies to the issuing office.	

See following page:

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

15A. NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED	16B. Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED

a. In accordance with clause B.2(b)(4), the purpose of this modification is as follows:

- 1) The fee base and the available fee for fiscal year 2010 is revised to read, Exemption 4 and Exemption 4 respectively due to an increase in fee base by Ex 4 percent of Exemption 4
- 2) Both parties mutually agree that an allowance of fee within the Ex 4 percent threshold from the fee base is an exception agreed to herein and is based upon the mutual intent of the parties. In accordance clause B.2 (b) (4), an adjustment in fee is only allowed for the amount of fee base above the Ex 4 percent threshold. However, a review of the records shows that neither party actually negotiated fee based upon planned budget amounts for fiscal year 2010 causing the fee amount to equal the minimum fee in clause B.2 (b) (2) for fiscal year 2001 of Exemption 4 therefore, allowing fee for the total negotiated fee base is reasonable in Modification M175 on an exception basis only.

b. As a result of the aforementioned purposes, the contract is changed as follows:

- 1) The estimated fee base table The B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE is hereby changed from:

Contract Period		Est. Fee Base
February 1, 2001 through March 31, 2003 *	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
April 15, 2009 through September 30, 2009	Recovery Act Work	\$15,700,905
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Recovery Act Work	\$62,522,779
October 1, 2010 through September 30, 2011	Recovery Act Work	\$36,912,700

To:

Contract Period		Est. Fee Base
February 1, 2001 through March 31, 2003 *	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
April 15, 2009 through September 30, 2009	Recovery Act Work	\$15,700,905
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Recovery Act Work	\$62,522,779
October 1, 2010 through September 30, 2011	Recovery Act Work	\$36,912,700

- 2) The maximum available fee base table The B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE is hereby changed from:

Contract Period	Maximum Available Fee	
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	Recovery Act Work	\$8,536,000

To:

Contract Period	Maximum Available Fee	
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	Recovery Act Work	\$8,536,000

- 3) Clause B.2.(b)(4) is changed from:

(4) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus **Exempt 4** from the Estimated Fee Base, the Contractor agrees to negotiate with the U.S. Department of Energy (DOE) an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation. The new Maximum Available Fee for that fiscal year will be the amount calculated by DOE in accordance with DEAR 970.15. In the event the parties are unable to reach agreement on the Maximum Available Fee amount, the Government reserves the right to unilaterally establish the Maximum Available Fee amount.

To: (4) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus **Exempt 4** from the Estimated Fee Base, the Contractor agrees to negotiate with the U.S. Department of Energy (DOE) an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation (see **Clause H.45**). The new Maximum Available Fee for that fiscal year will be the amount calculated by DOE in accordance with DEAR 970.15. In the event the parties are unable to reach agreement on the Maximum Available Fee amount, the Government reserves the right to unilaterally establish the Maximum Available Fee amount.

- 4) Section H, Clause H.45 entitled "Exception in Modification M175" is incorporated into the contract as follows:

H.45 Exception in Modification M175

Both parties mutually agree that an allowance of fee within the **Ex 4 percent threshold from the fee base is an exception agreed to herein and is based upon the mutual intent of the parties. In accordance clause B.2 (b) (4), an adjustment in fee is only allowed for the amount of fee base above the **Ex 4** percent threshold. However, a review of the records shows that neither party actually negotiated fee based upon planned budget amounts for fiscal year 2010 causing the fee amount to equal the minimum fee in clause B.2 (b) (2) for fiscal year 2001 of **Exemption 4** therefore, allowing fee for the total negotiated fee base is reasonable in Modification M175 on an exception basis only.**

- c. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein as a complete and equitable adjustment for this no cost change incorporated herein including the agreement to the exception within the fifteen percent threshold agree to herein, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. M176	3. EFFECTIVE DATE See block 16 C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) December 14, 2000		

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 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)

NOT A FUNDING ACTION

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Three (3)</u> copies to the issuing office.	

See following page:

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

15A. NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. Signature deleted OMB M-06-15, BY "Safeguarding Personally Identifiable Information	15C. DATE SIGNED 3/17/10	16B. Signature deleted OMB M-06-15, BY "Safeguarding Personally Identifiable Information	16C. DATE SIGNED 3/17/2010

- a. In accordance with clause B.2 (b) (4) entitled, "Estimated Cost, Maximum Available Fee and Available Fee and clause H.45 entitled, "Exception in Modification M175," the purpose of this modification is to revise the estimated fee base and fee for fiscal year 2009 to read, Exemption 4 and Exemption 4 respectively due to an increase in fee base by Ex 4 percent over the contractual estimated fee base amount of Exemption 4. Under clause B.2. (b)(5), the maximum available fee for the full term of the contract remains unchanged.
- b. As a result of the aforementioned purposes, the contract is changed as follows:
- 1) The estimated fee base table The B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE is hereby changed from:

Contract Period		Est. Fee Base
February 1, 2001 through March 31, 2003 *	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
April 15, 2009 through September 30, 2009	Recovery Act Work	\$15,700,905
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Recovery Act Work	\$62,522,779
October 1, 2010 through September 30, 2011	Recovery Act Work	\$36,912,700

To:

Contract Period		Est. Fee Base
February 1, 2001 through March 31, 2003 *	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
April 15, 2009 through September 30, 2009	Recovery Act Work	\$15,700,905
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Recovery Act Work	\$62,522,779
October 1, 2010 through September 30, 2011	Recovery Act Work	\$36,912,700

- 2) Clause B.2(b)(5) remains unchanged to read:

(5) The Maximum Available Fee for the full contract term Exemption 4 shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods.

- 3) The maximum available fee base table The B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE is hereby changed from:

Contract Period	Maximum Available Fee	
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	Recovery Act Work	\$8,536,000

To:

Contract Period	Maximum Available Fee	
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	Recovery Act Work	\$8,536,000

- c. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein as a complete and equitable adjustment for this no cost change to the maximum available fee incorporated herein and the adjustment to the estimated fee base and fee included herein, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. M177	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) December 14, 2000	

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 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)
NOT A FUNDING ACTION

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, and 41 U.S.C. 253 (c)(1)
	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Three (3)</u> copies to the issuing office.	

See following pages:

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

15A. NAME AND TITLE OF SIGNER (Type or print) F. Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 4-29-10	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 4/30/2010

a. The purposes of this modification are as follows:

- 1) Extend the contract through September 30, 2012 at a total value of the extension of Exemption 4 and a total maximum available fee of Exemption 4 payable under Performance Based Incentive (PBI) # 1 and PBI 8.
- 2) The maximum available fee under Clause B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE," is increased by Exemption 4 from Exemption 4 to Exemption 4 because of the Exemption 4 increase in this modification and an increase of Exemption 4 under Modification M160 that was inadvertently not incorporated into clause B.2(b)(6) of the contract. The increase of Exemption 4 is not part of the award fee pool available under this modification which extends the contract.
- 3) The maximum available fee for PBI 1 for the extension is Exemption 4 and the maximum available fee for PBI 8 is Exemption 4.
- 4) Incorporate a revised Section J, Attachment C, entitled "Statement of Work" and incorporate a revised PBI 1 Revision 5.
- 5) Incorporate Special Contract H.43 entitled "Adjustment in Fee -- Modification M177" as follows:

In addition to DOE's other rights and remedies under the Contract, DOE reserves the right to offset fee payments pursuant to DEAR 970.5232-2(a) for any costs that are disallowed as result of any DOE-IG audit for Fiscal Years 2011 and 2012

- 6) Incorporate PBI #8 into the contract for payment at receipt of a new permit from the New Mexico Environment Department (NMED).

b. As a result of the aforementioned purposes, the contract is changed as follows:

- 1) The estimated cost table under clause B.2(a)(3) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE" is hereby changed from:

Contract Period	Est. Cost
October 1, 2005 through September 30, 2006	Exemption 4
October 1, 2006 through September 30, 2007	Exemption 4
October 1, 2007 through September 30, 2008	Exemption 4
October 1, 2008 through September 30, 2009	Exemption 4
October 1, 2009 through September 30, 2010	Exemption 4
October 1, 2010 through September 30, 2011	Exemption 4

To:

Contract Period	Est. Cost
October 1, 2005 through September 30, 2006	Exemption 4
October 1, 2006 through September 30, 2007	Exemption 4
October 1, 2007 through September 30, 2008	Exemption 4
October 1, 2008 through September 30, 2009	Exemption 4
October 1, 2009 through September 30, 2010	Exemption 4
October 1, 2010 through September 30, 2011	Exemption 4
October 1, 2011 through September 30, 2012	Exemption 4

2) Clause B.2(b)(5) is hereby changed from:

(5) The Maximum Available Fee for the full contract term **Exemption 4** shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods.

To:

(5) The Maximum Available Fee for the full contract term **Exemption 4** shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods **and reallocation of unearned fee shall be consistent with the restrictions in FAR 16.401(e)(4).**

3) The estimated fee base in the table under B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE" is hereby changed from:

Contract Period		Est. Fee Base
February 1, 2001 through March 31, 2003 *	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
April 15, 2009 through September 30, 2009	Recovery Act Work	\$15,700,905
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Recovery Act Work	\$62,522,779
October 1, 2010 through September 30, 2011	Recovery Act Work	\$36,912,700

To:

Contract Period		Est. Fee Base
February 1, 2001 through March 31, 2003 *	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
April 15, 2009 through September 30, 2009	Recovery Act Work	\$15,700,905
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Recovery Act Work	\$62,522,779
October 1, 2010 through September 30, 2011	Base Work	Exemption 4
October 1, 2010 through September 30, 2011	Recovery Act Work	\$36,912,700
October 1, 2011 through September 30, 2012	Base Work	Exemption 4

- 4) The maximum available fee in the table under B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE" is hereby changed from:

Contract Period		Maximum Available Fee
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	Recovery Act Work	\$8,536,000

To:

Contract Period		Maximum Available Fee
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	PBI-7 Recovery Act Work	\$8,536,000
October 1, 2010 through September 30, 2012	PBI 8-Permit Renewal	Exemption 4
October 1, 2010 through September 30, 2011	Base Work	Exemption 4
October 1, 2011 through September 30, 2012	Base Work	Exemption 4

- 5) Delete Section J, Attachment C, entitled, "Statement of Work" is deleted in its entirety and replace it with Section J, Attachment C, entitled, "Statement of Work" attached hereto and made part of the contract by this modification.
- 6) Incorporate SCR H.43, under Section H, entitled, "Special Contract Requirements" by incorporating the following clause:

H.43 Adjustment in Fee – Modification M177

In addition to DOE's other rights and remedies under the Contract, DOE reserves the right to offset fee payments pursuant to DEAR 970.5232-2(a) for any costs that are disallowed as result of any DOE-IG audit for Fiscal Years 2011 and 2012.

- 7) Delete PBI 1, Revision 4 in its entirety and incorporate PBI 1, Revision 5 dated March 30, 2010 under Section J, Attachment D. This PBI limits the maximum fee for disposal if the Contractor does not meet the following three milestones and a new permit is not issued by September 30, 2012:

1. **Event: Draft Permit Issued (Completion Date of WTS Milestone: 1/2/2012)**
WTS Milestone: Submit satisfactory and responsive comments in a timely manner within 60-day comment period;
2. **Event: NMED issues notice for public comment and hearing (Completion Date of WTS Milestone: 2/16/2012)**
WTS Milestone: Submit satisfactory written testimony to hearing officer, development of satisfactory Permittees' Findings of Fact and Conclusions of Law, and satisfactory review of all parties to the hearing submittal of Findings of Fact and Conclusions of Law (including NMED's and the Hearing Officer's) – 15 days prior to public hearing; The determination of satisfactory is a DOE determination made by the Contracting Officer. The submittal of the Findings of Fact and Conclusions of Law (FF/COL) by the applicant occurs after the public hearing. The review of other parties' FF/COL occurs after that. Regarding the applicant's review of FF/COL, WTS will participate with the attorneys, as directed, by CBFO or NMED, to review and comment on FF/COL and other supplemental documents. Timeframes or durations are not set forth in New Mexico Hazardous waste Regulations.
3. **Event: Hearing Officer's Report issued (Completion Date of WTS Milestone: 6/26/2012)**
WTS Milestone: Provide satisfactory and responsive comments to hearing officer's report – 30 days after issuance.

- 8) Incorporate Section J, Attachment D, PBI 8 Revision 0 dated March 30, 2010 attached hereto and made part of the contract by this modification.

- c. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein with an increase in fee amount totaling **Exemption 4** and **Exemption 4** for fiscal year 2011 and 2012 respectively, the Contractor hereby releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to this modification, with no exceptions.

Part I - The Schedule

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

DESCRIPTION OF WORK AND SERVICES

STATEMENT OF WORK (M040, M058, M066, M124, M146, and M177)

C.1 CONTRACT FOCUS

The purpose of the **Waste Isolation Pilot Plant (WIPP)** is to protect human health and the environment by safe management, retrieval, characterization, transportation, and disposal of defense generated transuranic (TRU) waste.

C.2 BACKGROUND

- (a) The WIPP is a sixteen (16) square mile (10,240 acre) site owned by the United States Department of Energy (DOE) and is located in Southeastern New Mexico. The WIPP includes surface facilities and a geological repository located two thousand one hundred fifty (2150) feet below the surface. The Property Protection Area (PPA) at WIPP encloses approximately thirty-five (35) acres, and includes the majority of the buildings and structures at WIPP. The area outside the fenced PPA consists of otherwise undeveloped, high-desert terrain. Several administrative offices are located in the city of Carlsbad, some twenty-five (25) miles west of the WIPP.
- (b) The DOE Carlsbad Field Office (CBFO) is responsible for administration of the Contract. The DOE Assistant Secretary for Environmental Management (EM) provides program direction to the CBFO. **Sandia National Laboratories (SNL)** performs the scientific studies and computational activities associated with the long-term performance of the WIPP. The Carlsbad Technical Assistance Contractor (CTAC) provides technical support to the CBFO, with the emphasis on audits and assessments. Other national laboratories and DOE facilities are funded by the CBFO to perform specific tasks related to the WIPP mission.
- (c) The WIPP's siting phase began in 1975. The WIPP site was studied extensively, including, geologic, hydrologic, geo-mechanical and rock mechanics properties. Experimental programs not involving tests with radioactive materials were begun at that time. The selection phase ended in 1980 with the completion of the WIPP Final Environmental Impact Statement. The site and preliminary design validation phase followed site selection. Two shafts were constructed, and an underground test area was excavated. Geologic, hydrologic, and other geo-technical investigations continued, and additional studies were initiated to expand the site characterization database.
- (d) During the ten-year construction phase, site data collection continued in parallel with the construction of surface and additional underground

facilities. The DOE developed and refined tools and models to assess the performance of the TRU waste disposal system. The U. S. Environmental Protection Agency (EPA) began to develop guidance and standards for the management and disposal of radioactive waste.

- (e) In the pre-disposal phase, compliance with EPA regulations (40 CFR Sections 191 and 194) was documented in the Compliance Certification Application (CCA). The WIPP established its readiness to conduct disposal operations, and shipping sites began characterizing waste for shipment.
- (f) The disposal phase began on March 26, 1999 when the first shipment of waste was received at WIPP. The disposal of mixed-TRU waste was authorized with the issuance of a Hazardous Waste Facility Permit (HWFP) by the New Mexico Environment Department. This permit was issued on October 28, 1999 and became effective on November 27, 1999.
- (g) The waste analysis plan, contained in the HWFP, specifies waste characterization activities to be carried out at TRU waste generator sites. TRU waste has been and will continue to be shipped to WIPP from Large Quantity Sites (LQS) and from Small Quantity Sites (SQS). Various sites may be designated as potential sites to receive and characterize TRU waste from SQS.
- (h) All TRU wastes shipped to WIPP are required to use Type B packagings (shipping containers) certified by the U. S. Nuclear Regulatory Commission (NRC) and provided by the CBFO or acquired by the Contractor. The four packagings currently identified for WIPP are the TRUPACT-II and HalfPACT for contact-handled (CH) TRU waste and the RH-72-B cask and the CNS 10-160 B cask for remote-handled (RH)-TRU waste. TRUPACT-III development is progressing and is expected to be ready for WIPP use in FY13. All TRU waste is shipped by truck. The legacy TRU waste disposal phase will require an estimated sixteen thousand (16,000) shipments to WIPP. Newly generated TRU waste is **expected** to continue to be disposed of at WIPP until 2040. Following the disposal phase, the WIPP will enter its decommissioning phase lasting approximately five (5) years. During this five (5) year period, the repository will be permanently closed. Planned activities at the WIPP will require the site infrastructure to exist for approximately thirty (30) years or more.
- (i) In the post-decommissioning phase, active institutional controls will be employed for at least one hundred (100) years to prevent human intrusion into the repository. Passive controls including permanent markers will warn future societies of the location and hazards of the disposal site.

C.3 OVERALL CONTRACTOR RESPONSIBILITIES

(a) GENERAL MANAGEMENT

- (1) The Contractor will be responsible for all operations at the WIPP and for integration and disposal of defense TRU waste for the National Transuranic Waste Program. The Contractor will participate in a coordinated approach to retrieval, remediation, re-packaging, characterization, transportation, and disposal activities at the associated generator sites throughout the complex. The Contractor may place Retrieval and Characterization Teams (RCTs) within the complex to assist and/or perform in the efficient retrieval, remediation, re-packaging, characterization and transportation of TRU. The contractor will work with generator sites to access generator site retrieval and characterization data, budget, and technical information as necessary to facilitate planning and integration of RCT's. The Contractor recognizes that there are objectives associated with the vision of the Government that will be considered in the management, integration, and operation of the WIPP and in conducting defense TRU waste activities. These objectives are:
 - (i) Safety and Environmental Management Excellence – Protection of the employees, the public and the environment;
 - (ii) Operational Efficiencies – Pursue efficiencies in waste retrieval, characterization, transportation and disposal; and
 - (iii) Support to Small Quantity Sites (SQS) in the removal and disposal of TRU waste;
 - (iv) Standardization Efficiencies – Develop a standardized characterization approach and a national audit approach for application where feasible. This is not a prerequisite for performance under this contract; and
 - (v) The goal to dispose of 70% of the legacy TRU waste in the DOE complex by 2012.
- (2) The Contractor will use its best judgment, skill, and care in the management, integration, operation, and maintenance of the facilities, equipment and programs described in this statement of work. The Contractor will perform the work and services in a manner that will instill public confidence in the WIPP and the National Transuranic Waste Program and meet all applicable

federal, state and local laws; regulations; standards; and governing agreements and permits with regulatory and oversight governmental organizations. The Contractor will also comply with the terms and conditions of this contract and in accordance with such Contracting Officer directions and approvals.

- (3) Pursuant to the Contract Clause entitled "Laws, Regulations, and DOE Directives," the Contractor will conform to the requirements of all applicable DOE Orders and Directives, which may establish management, technical, procedural or other standards, and specifications for Contractor work activities. The Orders and Directives applicable to this Contract are contained at Section J, Attachment H.
- (4) The Contractor will be fully responsible and accountable for the safe accomplishment of all work, whether performed by its own personnel or subcontractors. The Contractor will be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this statement of work such that all functions are fully integrated. The Contractor shall provide program management functions that include: legal services, audit services, business systems management, human resources, property management, information resources management, record management, financial management, safeguards and security, public information and external communication activities, intergovernmental affairs, training, procurement, underground experimental support, and industrial relations.
 - (i) The Contractor will be responsible for operations, environmental compliance, safety, health and quality assurance within its own organization and its subcontractor organizations.
 - (ii) The Contractor will be responsible for integration of, and, as directed by the Contracting Officer, award and administration of designated contracts into the operation of WIPP and the National Transuranic Waste Program.
 - (iii) The Contractor shall be also be responsible for developing and implementing a records management program for all records relevant to the operations of WIPP and the transuranic waste permanently disposed at the WIPP.
- (5) The Contractor shall be responsible for maintaining the condition of the Government owned property and equipment during the term

of the contract such that the intended functionality, including safety, health, and environmental compliance, for mission needs is met.

- (6) The Contractor will, when directed by DOE and may, but only when authorized by DOE, enter into subcontracts for the performance of any part of the work required to support the WIPP.
- (7) The Contractor will develop programs, capabilities and technologies consistent with the WIPP and National Transuranic Waste Program mission to support emerging needs of Federal and non-Federal, educational institutions and private sector partners.

(b) EM PROJECT MANAGEMENT

The Contractor will maintain the existing project management system for the EM program including the EM project baselines; Integrated Planning, Accountability and Budgeting System (IPABS); change control process; execution and life-cycle planning process (including standard project management handbook); the project cost-estimating system; continued updating of an integrated site-wide baseline and critical path analyses. These processes include other WIPP participants, functional and crosscutting activities, and will include relevant activities at characterization and generator sites, including any funding sent to CBFO and the Contractor that was previously designated for generator sites.

- (1) The Contractor is authorized to create and maintain a National Legacy TRU Baseline to plan and monitor performance expectations across the complex. This is not a prerequisite for performance under this contract.

(c) ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) and QUALITY ASSURANCE

The Contractor will make ES&H excellence, including the Integrated Safety Management System (ISMS), a cornerstone of all operations. The Contractor will maintain WIPP certification under the DOE Voluntary Protection Program (VPP).

(1) WIPP SYSTEMS AND PROGRAMS

The Contractor will maintain the existing ISMS, which includes principles of the International Standards Organization (ISO) 14001 Program, the VPP, and the Standards and Requirements Identification Document (S/RID).

(2) PROTECTION OF WORKERS, THE PUBLIC, AND THE ENVIRONMENT

(i) Protection of workers, the public, and the environment are responsibilities of the Contractor, using the ISMS.

(ii) The Contractor will:

(A) Take necessary actions to preclude injuries and fatalities, and keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, public and worker safety and health.

(B) Operate the WIPP as the DOE's co-permittee under the **HWFP** issued by the State of New Mexico.

(3) QUALITY ASSURANCE

The Contractor will maintain the existing Quality Assurance Program Description (QAPD).

C.4 PROGRAM DESCRIPTIONS and ACCOMPLISHMENTS

The WIPP conducts site-specific and intra-site integration of TRU waste activities. To achieve the EM programmatic objectives, the Contractor will be responsible for integrating waste management and environmental activities at the WIPP and at generator sites.

(a) WIPP DISPOSAL OPERATIONS

Facilities at the WIPP are used to receive and dispose of TRU waste in a safe and environmentally sound manner.

(1) INFRASTRUCTURE

(i) Long-term mission support
The Contractor will maintain an integrated infrastructure program that includes long-term infrastructure reinvestment planning. The Contractor will balance short-term pressures to improve operations with long-term infrastructure reinvestment planning. Infrastructure includes: business systems, functional specialties, roads and utilities,

emergency management, facility safety, surveillance and maintenance, safeguards and securities, and asset maintenance.

(ii) Disposition of excess facilities, structures, and equipment

The Contractor will disposition excess facilities, systems, structures, and equipment.

(iii) Land management, facility planning and dispositioning requirements

The Contractor will maintain the WIPP Land Management Plan (LMP) and the Integrated Capital Asset Management Process Plan (ICAMP) and all necessary supporting systems including the asset inventory, condition, master planning, geographic information system, space management, and risk assessment.

(2) OPERATIONS

(i) Waste Disposal Facilities

The Contractor will manage, operate, maintain, repair and replace waste handling facilities, systems, and equipment. The Contractor will actively pursue enhancements to waste handling facilities to provide increased efficiency and reliability.

(ii) Mining Operations

(A) The Contractor will maintain, operate and continually evaluate underground facilities and systems for cost effective and efficient operations. This includes evaluating tradeoffs of new excavation versus remediation of existing spaces.

(B) The Contractor will plan and schedule the development of underground disposal facilities to provide newly mined disposal panels on a "just-in-time" basis. Waste disposal panels will be mined and outfitted so that they are certified for use when the previous waste disposal panel is filled and ready for closure. Table 1 describes the expected rates of waste panel mining from FY 2005 (partial) through FY 2012.

(iii) Contact-handled TRU Waste (CH-TRU) Disposal

The Contractor will be responsible for disposal of CH-TRU waste. Table 1 describes the expected rates for disposal of CH-TRU waste, including the number of shipments and volume of waste, from FY 2005 (partial) through FY 2012.

(iv) Remote-handled TRU Waste (RH-TRU) Disposal

The Contractor will be responsible for RH-TRU waste disposal. Table 1 describes the expected rates for RH-TRU waste disposal, including the number of shipments and volume of waste, from FY 2005 (partial) through FY 2012.

(b) NATIONAL TRANSURANIC WASTE PROGRAM

The National Transuranic Waste Program (NTP) develops and manages a comprehensive waste management strategy for all TRU waste under the responsibility of the DOE. Key elements of the NTP include: 1) disposal of TRU waste at the WIPP for which the Contractor is responsible as described in C.4(a); 2) Generator/storage site waste retrieval, characterization and waste certification activities for which the Contractor will be responsible for integration of waste retrieval and characterization activities as provided in C.4(b)(1); and TRU waste transportation activities, as provided in C.4(b)(2) and C.4(b)(3). The Contractor will receive Government-provided TRU waste packages for shipment to WIPP at generator sites and, in selected cases, may retrieve waste or accelerate retrieval to develop a backlog of waste. The Contractor is fully authorized as the DOE-designated contract integrator to conduct activities necessary to complete applicable characterization for shipping to a characterization site or WIPP, and disposal at WIPP.

(1) WASTE CHARACTERIZATION/RETRIEVAL (M0146)

The Contractor will be responsible for integration of waste characterization, remediation, re-packaging and retrieval by designated DOE contractors at characterization sites.

- (i) The Contractor may provide and deploy to generator sites RCTs to assist and/or perform in the management and execution of TRU waste retrieval, remediation, re-packaging, and characterization activities.
- (ii) The Contractor will assist generator sites as requested in planning for the management of newly generated TRU waste.

- (iii) The Contractor will ensure that a certified waste characterization program is maintained at each Contractor characterization site in accordance with the WIPP requirements.
- (iv) The Contractor will ensure characterization of waste from Contractor characterization sites is in accordance with WIPP requirements
- (v) The Contractor will ensure transportation of waste from generator sites is in compliance with applicable laws and regulations.
- (vi) The Contractor will identify disposition paths for low-level and low-level mixed wastes currently managed as TRU waste.
- (vii) The Contractor will integrate and administer DOE designated prime contract activities in accordance with designations given to them by DOE.
- (viii) **The Contractor is authorized to incorporate and integrate a small business into waste characterization/retrieval with a mentor/protégé relationship beginning in FY10. The ultimate goal of this mentor/protégé relationship will be for WTS to develop multiple subcontractors capable of performing waste characterization services.**

(2) TRANSPORTATION PACKAGING

- (i) The Contractor will maintain NRC-certified packagings (TRUPACT-II, HalfPACT, 10-160B, and 72-B cask) and records for packaging fabrication and maintenance. TRUPACT-IIIs or other packages may be added to this list after NRC certification activities have been completed.
- (ii) The Contractor will provide solutions to technical and regulatory issues related to NRC-certified packagings. The Contractor will prepare draft amendments to the Certificates of Compliance to authorize new waste forms for transport and to justify modifications to the existing conditions of use.
- (iii) The Contractor will provide technical and quality oversight for the procurement of transportation packagings.
- (iv) The Contractor will submit NRC certification requests and SARPs for new and existing packagings.

- (v) The Contractor will develop and obtain NRC certification of the TRUPACT III Transportation package for large containers.

(3) TRANSPORTATION MANAGEMENT

- (i) The contractor shall be responsible for coordinating and ensuring an integrated approach with other transportation contractors for the transportation of TRU waste from generator sites to WIPP and from generator sites to characterization sites, including scheduling and dispatching shipments, coordinating empty shipments, and providing for fleet maintenance.
- (ii) The Contractor will assist DOE in certification of the generator/storage sites compliance with transportation requirements and will be responsible for the approval of shipments to WIPP.
- (iii) The Contractor will assist shipping sites in the initial and continued use of TRUPACT-II and other packaging for shipping TRU waste.
- (iv) The Contractor will utilize the DOE designated transportation monitoring system to monitor loaded shipments dispatched from the WIPP and inbound waste shipments. The Contractor will prepare the integrated shipping schedule, which includes packaging (TRUPACT-II, HalfPACT, 72-B cask and other packaging), trailers, drivers, and tractor requirements.
- (v) The Contractor will be responsible for activities related to the opening and maintenance of shipping corridors and the provision of emergency response training along shipping corridors.
- (vi) The Contractor will be responsible for the identification, analysis and resolution of issues related to waste transportation and emergency management with states, tribes and local government officials.

(c) PERMIT RENEWAL AND MODIFICATIONS

(1) HAZARDOUS WASTE FACILITY PERMIT RENEWAL

The Contractor and DOE, as co-permittees, will provide justification for and preparation of the permit renewal package for a new HWFP issued by the State of New Mexico Environment Department (NMED). The Contractor and DOE will focus this effort to successfully negotiate with the NMED leading to issuance of a new HWFP with minimal delay and risk to the program, while maintaining all operational requirements herein, including protecting the health and safety of workers, the public and the environment.

The Contractor will partner with DOE to foster an effective working relationship with the NMED, including frequent communications, to ensure timely identification and resolution of technical and regulatory issues for the expedient issuance of the new HWFP by NMED.

(2) HAZARDOUS WASTE FACILITY PERMIT MODIFICATIONS FOR OPERATIONAL EFFICIENCY

The Contractor and DOE, as co-permittees, will provide justification for and preparation of modifications to the HWFP issued by the State of New Mexico. The Contractor and DOE will focus these efforts to remove permit requirements that increase the costs of characterizing, certifying, transporting or disposing TRU waste, but provide minimal benefits to the health and safety of workers, the public or the environment.

The Contractor will partner with DOE to establish an effective working relationship with the NMED, including frequent communications, to ensure timely identification and resolution of technical and regulatory issues, and to establish permitting schedules.

(3) COMPLIANCE CERTIFICATION

The Contractor will assist DOE with responding to questions from the EPA on the Compliance Recertification Application (CRA). The Contractor will focus these efforts such that the EPA can render a timely completeness determination and receive EPA approval within the six month 40 CFR 194-driven timeframe. The Contractor will assist as requested in other activities related to EPA activities under the Land Withdrawal Act.

(d) RESEARCH AND DEVELOPMENT **(R&D)** PROGRAMS

(1) R&D FOR PROGRAM EFFICIENCIES

The Contractor will propose research and development initiatives that have the objective of improving the operational efficiency of the WIPP and the National TRU Program. These initiatives must be submitted to DOE for approval.

(2) OTHER EXPERIMENTAL PROGRAMS

The Contractor will assist the DOE with experiments and demonstrations in support of other programs not associated with TRU waste disposal, using the unique characteristics and facilities of WIPP.

(4) APPLIED DEVELOPMENT

The Contractor may address issues associated with orphan wastes and prohibited items at a characterization site with a goal of treating up to 100 drums per week.

(e) ADDITIONAL INFORMATION

The Statement of Work is further defined in the WIPP EM project baseline with its associated Work Breakdown Structure and definitions. At the start of each fiscal year, after receipt of new fiscal year funding from EM, the execution year baseline activities will be modified as necessary with the development of activity based cost documents approved by the Contractor and CBFO for the work to be performed in that fiscal year.

A Work Authorization will be issued in accordance with DOE O 412.1A entitled, "Work Authorization System" and the work authorization and activity based cost documents and other referenced documents shall be maintained as a conformed Work Authorization package and the status of changes shall be submitted in monthly submittals to the CBFO Contracting Officer.

The Contractor shall be responsible for security at the WIPP and other CBFO locations, but all budget decisions or changes in scope must be approved by the CBFO Contracting Officer through coordination with the Contracting Officer Representative. The security program will maintain a security posture consistent with DOE directives, a clearance program, and authorized derivative classifiers. Existing emergency aid and response agreements shall be maintained.

(f) PARTNERING RELATIONSHIP

The Contractor and the Government will work within a partnering relationship for work related to execution of this contract with a common vision to mutually support mission goals and objectives. The relationship will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism, and building a better understanding of one another's position. The relationship includes a joint commitment to:

- (i) Maintain high safety performance.
- (ii) Complete the work on or before schedule, within or below cost.
- (iii) Eliminate barriers to a faster, more cost effective and efficient program.
- (iv) Create an organizational culture able to accommodate change.
- (v) Resolve conflicts through a coordinated work effort to avoid adversarial relations.

- (vi) Reinforce the partnered relationship with honest feedback and continual improvement.

(g) Facility Operations and Infrastructure

The contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its Site Plan (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

C.5 TABLE 1 - EXPECTED WIPP PROGRAM ACTIVITIES FY 2005-FY2012 (M066)

Activity	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	
Disposal Panels	Complete CH Disposal in Panel 2. Begin CH Disposal in Panel 3. Begin Interim Closure of Panel 2. Complete Mining of South Mains Begin Construction of Panel 4.	Continue CH Disposal in Panel 3. Complete Construction of Panel 4. Begin Construction of Panel 5.	Complete CH Disposal in Panel 3. Begin CH Disposal in Panel 4. Begin RH Disposal in Panel 4. Begin Final Closure Panel of 1. Begin Final Closure of Panel 3. Complete Construction of Panel 5. Begin Construction of Panel 6.	Complete CH Disposal in Panel 4. Begin CH Disposal in Panel 5. Complete RH Disposal in Panel 4. Begin RH Disposal in Panel 5. Begin Final Closure of Panel 4.	Continue CH Disposal in Panel 5. Complete RH Disposal in Panel 5. Begin RH Disposal in Panel 6. Begin Final Closure of Panel 2. Continue Construction of Panel 7.	Complete Construction of Panel 6 Begin Construction of Panel 7 Continue CH Disposal in Panel 5 Complete RH Disposal in Panel 5 Begin RH Disposal in Panel 6	Continue Construction of Panel 7 Begin Construction of Panel 8 Complete CH Disposal in Panel 6 Begin CH Disposal in Panel 7 Continue RH Disposal in Panel 6 Close Panel 5 in a compliant manner	Continue Construction of Panel 7 Begin Construction of Panel 8 Complete CH Disposal in Panel 5 Begin CH Disposal in Panel 6 Continue RH Disposal in Panel 6 Close Panel 5 in a compliant manner	Complete Construction of Panel 7 Continue Construction of Panel 8 Complete CH Disposal in Panel 6 Begin CH Disposal in Panel 7 Complete RH Disposal in Panel 6 Begin RH Disposal in Panel 7 Close Panel 6 in a compliant manner 1,244 shipments
CH-TRU Transportation	1304 Shipments	1253 Shipments	1516 Shipments	1679 Shipments	1287 Shipments	1,156 shipments	1,244 shipments	1,244 shipments	
CH-TRU Waste Disposal	9800 Cubic Meters	9400 Cubic Meters	11600 Cubic Meters	12200 Cubic Meters	9900 Cubic Meters	7,027 Cubic Meters	8,086 Cubic Meters	8,086 Cubic Meters	
RH-TRU Transportation	0 Shipments	0 Shipments	388 Shipments	459 Shipments	456 Shipments	220 Shipments	176 Shipments	176 Shipments	
RH-TRU Disposal	0 Cubic Meters	0 Cubic Meters	270 Cubic Meters	350 Cubic Meters	340 Cubic Meters	195 Cubic Meters	156 Cubic Meters	156 Cubic Meters	
Transportation Corridors	Open ORNL, SNL, BAPL, KAPL, and KAPL-NFS Corridors	Open Paducah Corridor	Open West Valley Corridor		Open GE-VNC, B&W-NES, Framatome, and SPRU Corridors	Open LLNL corridor to INL - i-80 through Sacramento, CA to Salt Lake, UT; Open Bettis corridor through PA, WV, MA, VA, and TN	Open NRD corridor through NY and PA	Open Knolls corridor through NY	

Note: This table is expected to be updated based on the results of the National TRU baselining activities.

C.6 ACRONYMS

CBFO	Carlsbad Field Office
CCA	Compliance Certification Application
CFR	Code of Federal Regulations
CH-TRU	Contact-handled Transuranic Waste
CRA	Compliance Recertification Application
CTAC	Carlsbad Technical Assistance Contractor
DOE	U. S. Department of Energy
DOE-AL	Albuquerque Operations Office
EM	Assistant Secretary for Environmental Management
ES&H	Environment, Safety and Health
EPA	U. S. Environmental Protection Agency
HalfPACT	Half-height Transuranic Waste Package Transporter
HWFP	Hazardous Waste Facility Permit
ICAMP	Integrated Capital Asset Management Process
IPABS	Integrated Planning, Budgeting and Accountability System
ISMS	Integrated Safety Management System
ISO	International Standards Organization
LMP	Land Management Plan
NRC	U. S. Nuclear Regulatory Commission
NTP	National Transuranic Waste Program
PPA	Property Protection Area
QAPD	Quality Assurance Program Description
RCT	Retrieval and Characterization Teams
RH-TRU	Remote-handled Transuranic Waste
SARP	Safety Analysis Report for Packaging
SNL	Sandia National Laboratories
SQS	Small Quantity Site
S/RID	Standards and Requirements Identification Document
TRU	Transuranic Waste
TRUPACT-II	Transuranic Waste Package Transporter Type II
TRUPACT-III	Transuranic Waste Package Transporter Type III
VPP	Voluntary Protection Program
WTS	Washington TRU Solutions
WIPP	Waste Isolation Pilot Plant

RATING PLAN

Section J, Attachment D

PBI Number 1

Page 1 of 9

GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2012

Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP

Revision Number and Date: Revision 5, 3/30/2010

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled
(BCWS) under this PM:

Exemption 4

Maximum Available Incentive Fee
Associated with this Measure:

Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input checked="" type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerating and managing the safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific cleanup results are achieved. The Contractor will earn fee for accelerated risk reduction based on cubic meters dispositioned from the TRU waste inventory at generator sites by removal and disposal, for clean up and disposal of TRU Waste from Small Quantity Sites (SQS), or the identification of a disposition path to dispose of waste currently managed as TRU waste as low-level or mixed low-level waste. This PBI has an added difficulty component due to the work necessary to be done by generator sites to achieve the desired results that is not under the control of the Contractor or funded by the Contractor. Risk reduction fees will be earned as follows:

1. For cubic meters of TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services or manages the clean up and disposal of TRU waste from Small Quantity Sites.
2. For cubic meters of TRU waste disposed of at WIPP from sites where WTS does not provide characterization services.
3. For cubic meters of waste dispositioned where a more cost effective disposal option exists.
4. For disposal of at least one Remote Handled (RH) shipment at WIPP.
5. For cubic meters of difficult CH TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services an incremental fee will be paid.
6. For partial characterization or transportation of waste to a consolidation site (non-WIPP site).
7. For cubic meters of waste from inefficient waste streams where WTS provides characterization services, an incremental fee will be paid for the waste removal from the TRU waste sites and disposal at WIPP.
8. For cubic meters of waste where WTS provides partial characterization or transportation of TRU waste for disposal of the waste at WIPP.

In accordance with accelerated risk reduction, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP.

For each cubic meter of CH waste removed from generator site inventory, transported, and disposed of at WIPP under Metric 1, a fee of Expt 4 will be earned.

For each cubic meter of RH waste removed from generator site inventory, transported and disposed of at WIPP under Metric 1, a fee of Exemption 4 will be earned.

Fee for cleaning up TRU waste from SQSs will be earned based on two criteria: first for cleanup of the current TRU waste from the site and secondly for disposal of that waste at WIPP or another disposal option.

To earn fee for SQS clean up, WTS must perform meaningful work. This can include for example: provide documentation to DOE that demonstrates the waste has appropriate Acceptable Knowledge to be certified as TRU waste or for disposal, provide documentation to demonstrate that the waste was produced from defense related activities in accordance with DOE criteria, provide documentation demonstrating transportation of the waste from the SQS to a receiver site acceptable to DOE, and providing assistance in transportation of the waste from the SQS to the receiver site and from the receiver site to the final disposal site. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

SQS fee earnings are as follows:

*For each SQS with RH TRU Waste greater than 50 cubic meters in volume:
Completion of the cleanup will earn the Contractor Exemption 4 fee.
Completion of disposal will earn the Contractor Exemption 4 fee.*

*For each SQS with RH TRU Waste less than 50 cubic meters in volume:
Completion of the cleanup will earn the Contractor Exemption 4 fee.
Completion of disposal will earn the Contractor Exemption 4 fee.*

*For each SQS with no RH TRU waste and greater than 200 cubic meters of CH TRU waste:
Completion of the cleanup will earn the Contractor Exemption 4 fee.
Completion of disposal will earn the Contractor Exemption 4 fee.*

*For each SQS with no RH TRU waste and less than 200 cubic meters of CH TRU waste:
Completion of the cleanup will earn the Contractor Exemption 4 fee.
Completion of disposal will earn the Contractor Exemption 4 fee.*

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn 75% of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid 50% of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid 50% of the fee amount above for completion of the cleanup and 50% of the fee amount above for proper waste disposal of the remaining waste at those sites.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4

Metric 2: The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database. (Note: This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

For each cubic meter of CH disposed at WIPP under Metric 2, a fee of Exemption 4 will be earned.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4

Metric 3: The Contractor's performance will be measured for its success in identifying cubic meters of waste

RATING PLAN

Section J, Attachment D

PBI Number 1

Page 3 of 9

currently managed as TRU waste where a more cost effective disposal option exists. WTS will submit a request for payment of **Expl 4** per cubic meter at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**
Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP.

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor **Exemption 4** in fee.

The maximum amount of fee available to WTS under this metric during the term of the contract is **Exemption 4**

Metric 5: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring multiple Non-destructive Assays (NDAs) requiring different equipment configurations; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; (e) containers with greater than 99 Fissile Gram Equivalents (FGE); (f) containers which contain classified components and (g) containers which require visual examination either because the waste is newly generated or because the objectives of RTR cannot be met.

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Exlp 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**

Metric 6: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site) approved by CBFO.

For each cubic meter where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site), a fee of **Exlp 4** will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**

Metric 7: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from inefficient waste streams where WTS provides characterization services and shipping to WIPP for disposal. Inefficient waste streams are defined as TRU waste meeting one or more of the following criteria: (a) originating from waste streams with fewer than 250 containers; (b) waste streams with initial rejection rates exceeding 20% through Real Time Radiography (RTR); (c) containers with shipments where the shipment payload is limited by transportation requirements; and (d) containers which require overpacking.

For each cubic meter of waste from inefficient CH waste streams removed from a generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Exlp 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee to fund this metric during the term of the contract is Exemption 4

Metric 8: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP.

For each cubic meter of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP, a fee of Expt. 4 will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is Exemption 4

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: For non-SQS elements, each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites.

For SQS elements, WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table on the next page. The table shall be updated by CBFO at the start of each fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 9/1/06 are as indicated below*:

Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab – IL	0	25
MFC at INL	0	305.6
Bettis Atomic Power Lab - NY	25	2.7
Framatome (AREVA) – WA	7.3	0
GE-VNC – CA		12.5
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab – NFS - TN	0	0
Lawrence Livermore National Lab - CA	162	0
NRD, LLC – NY		14.21
Nevada Test Site - NV	309	.42
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0
USAMC	.21	

*Additional sites and their volumes of defense TRU waste may be added by mutual agreement.

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed of in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

Payment Metric 4: WTS will request payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to the CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

Payment Metric 5: Each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 6: Each month waste has been partially characterized or transported by WTS and removed from a generator site to a DOE-approved site other than WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 7: Each month inefficient CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of inefficient CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of inefficient waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 8: Each month waste has been partially characterized or transported by WTS and removed from a generator site to WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the

WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the

contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) For non-SQS elements, fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

For SQS elements, fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS' waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS to achieve the result.

Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

Metric 5: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking

System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 6: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory, to a non-WIPP DOE-approved site, times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 7: (Completion Payment) Incremental fee shall be payable per cubic meter of inefficient TRU waste removed from inventory times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 8: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory to WIPP times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to update the SQS table as necessary and determine applicability for continuation.

Failure to comply with PBI 8 requires that limitation on fee for waste disposal under PBI 1 occurs if the following three specific milestones are not met by the following dates to assure completion by September 30, 2012. Fee will be limited under PBI #1 if delays in PBI #8 milestone achievements are found to be within the Contractor's control. The WTS milestones cited below must be acceptable and the Contractor performance shall not delay negotiations with NMED and not cause any fines, penalties or work stoppages due to submitting inadequate documentation that is submitted by the Contractor. All delays will be reviewed by the Contracting Officer for such a determination. Fee limitations are as follows:

PBI 1, WASTE DISPOSAL

For FY11 and FY12, the maximum available fee to be earned for PBI 1, Waste Disposal is cited under clause B.2. (b) (3) for each fiscal year.

During the fiscal year when Event 3—cited below—is scheduled, the limited maximum available fee to be earned will be 50% of the maximum available fee cited in clause B.2. (b)(3). The limited maximum available fee to be earned is available only if PBI 1 work scopes are completed and the milestones specified below have been accomplished within the required timeframe with increases to the limited maximum available fee as cited below:

- 1. Event: Draft Permit Issued (Completion of WTS Milestone: 1/2/2012)**
WTS Milestone: Submit comments within 60-day comment period – If this is met then Expt 4 will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if 50% of the maximum available fee is Exemption 4 the revised limited maximum available fee is Exemption 4 or the maximum available fee cited under clause B.2. (b)(3), whichever is less).

- 2. Event: NMED issues notice for public comment and hearing (Completion of WTS Milestone: 2/16/2012)**
WTS Milestone: Submit written testimony to hearing officer – 15 days prior to public hearing – If this is met then Expt 4 will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if the limited maximum available fee is Exemption 4 [50% limit] plus Expt 4 [Event 1] totaling Exemption 4 this release of fee will make the limited maximum available fee equal Exemption 4 or the maximum available fee cited under clause B.2. (b)(3), whichever is less)

- 3. Event: Hearing Officer's Report issued (Completion of WTS Milestone: 6/26/2012)**
WTS Milestone: Provide comments to hearing officer's report – 30 days after issuance – If this is met then Expt 4 will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if the limited maximum available fee is Exemption 4 [50% limit] plus Expt 4 [Event 1] plus Expt 4 [Event 2] totaling Exemption 4 this release of fee will make the limited maximum available fee equal Exemption 4 or the maximum available fee under clause B.2. (b)(3), whichever is less).

Fee that is not available to be earned and reduced from the award fee pool, if any, due to PBI #8 milestone performance and specifically this clause, is not recoverable, by the Contractor, including that specified for individual milestones. If the milestone dates for the required activities cannot be met by the Contractor, the dates by which the activities must be completed may be revised at the sole discretion of the Contracting Officer. Upon receiving the new permit, no restrictions on fee under PBI 1 will exist.

RATING PLAN

Section J, Attachment D
PBI Number 8
Page 1 of 4

Metric 1: Successful completion of this task will be identified by the issuance of a new Permit by the Secretary of the New Mexico Environment Department.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

The maximum fee earnings for each metric in this PBI are included in the metric description in the previous Section IV – Performance Measure.

The fee included in the fee pool associated with PBI #8 may be earned at any time during the current contract period to September 30, 2012.

GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI 8 Performance Period: 10/1/2009 through 9/30/2012
Performance Incentive Short Title: Support for Renewal Application
Revision Number and Date: Revision 0, 3/30/2010

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4
Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input checked="" type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input checked="" type="checkbox"/>	Multi-year <input type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

The WIPP management and operating Contractor will provide technical and logistical support in obtaining a renewal of the WIPP Hazardous Waste Facility Permit (Permit). The permit is required for the continued disposal of transuranic waste at the WIPP facility. The Permit has a term of ten years and expired on November 26, 2009. The Permittees (CBFO and WTS) have submitted the Renewal Application. However, numerous administrative proceedings must occur before a new Permit can be issued. First, an administrative completeness determination on the application must be obtained from the NMED. Second, any requests for additional technical information must be provided to the NMED on a schedule set by the NMED. Historical experience has shown that NMED can provide as little as 30-days to respond to the request. Requests for additional technical information subsequent to the submittal of the application and prior to issuance of a draft permit are called Notices of Deficiency.

An upfront, interactive negotiation process between the Permittees, stakeholders, and the regulator provides mutually acceptable language for the draft permit. Once the draft permit is issued the public comment period begins. The NMED is planning a 60 day public comment period beginning with the issuance of the draft Permit. At this time the Permittees have the opportunity to submit comments of their own and have always taken advantage of submitting comments to clarify public or regulator concerns or topics included in the application.

After the negotiation process, any member of the public, the regulator, or the Permittees may request a public hearing. Public hearings involve several steps that involve information development by cognizant technical and legal professionals. Whenever a permit is in the renewal phase, the entire permit is subject to modification and revision. Preparation of the strategic approach, logistics planning, identification and development of expert witnesses are but a few of the activities involved in preparation of public hearing.

RATING PLAN

Section J, Attachment D
PBI Number 8
Page 2 of 4

A successful outcome in the public hearing process includes, but is not limited to preparation of written testimony, the development of the Permittees Findings of Fact and Conclusions of Law, as well as the review of all parties to the hearing submittal of Findings of Fact and Conclusions of Law, (including NMED's and the Hearing Officer's). WTS performs a legal and technical review of the Hearing Officer's report and recommendation to the Secretary of the New Mexico Environment Department in anticipation to the secretary's determination whether to issue a permit for a second WIPP Hazardous Waste Facility Permit. This legal and technical review facilitates the Permittees understanding of what changes to the draft permit that may be included in a final version of any issued permit. Doing so facilitates implementation of Permit requirements or formally objecting to specific requirements by the Permittees.

Fees under this PBI will be earned and paid after issuance of a new Permit by the Secretary of the New Mexico Environment Department and after completing the following events and milestones by the following dates unless there are delay(s) by causes outside of the Contractor's control :

- 1. Event: Draft Permit Issued (Completion Date of WTS Milestone: 1/2/2012)**
WTS Milestone: Submit satisfactory and responsive comments in a timely manner within 60-day comment period;
- 2. Event: NMED issues notice for public comment and hearing (Completion Date of WTS Milestone: 2/16/2012)**
WTS Milestone: Submit satisfactory written testimony to hearing officer, development of satisfactory Permittees' Findings of Fact and Conclusions of Law, and satisfactory review of all parties to the hearing submittal of Findings of Fact and Conclusions of Law (including NMED's and the Hearing Officer's) – 15 days prior to public hearing; The determination of satisfactory is a DOE determination made by the Contracting Officer. The submittal of the Findings of Fact and Conclusions of Law (FF/COL) by the applicant occurs after the public hearing. The review of other parties' FF/COL occurs after that. Regarding the applicant's review of FF/COL, WTS will participate with the attorneys, as directed, by CBFO or NMED, to review and comment on FF/COL and other supplemental documents. Timeframes or durations are not set forth in New Mexico Hazardous waste Regulations.
- 3. Event: Hearing Officer's Report issued (Completion Date of WTS Milestone: 6/26/2012)**
WTS Milestone: Provide satisfactory and responsive comments to hearing officer's report – 30 days after issuance.

The following metric shall be used to measure performance and determine fee earned by the Contractor under this Rating Plan.

There is one discrete element which will measure WTS performance in this metric: Issuance of the Permit.

WTS' performance will be measured by its swift negotiation of the WIPP Hazardous Waste Facility Operating Permit Renewal and compliance with the Events Identified above and the elements identified below and issuance of the permit.

Washington TRU Solutions LLC (WTS) will partner with DOE/CBFO to foster an effective working relationship with the NMED, including frequent communications, to ensure identification and resolution of technical and regulatory issues for the issuance of the new HWFP by New Mexico Environment Department. During any negotiation on the draft Permit language, WTS will provide technical support and assistance to arrive at draft and final Permit language. In preparation for and during any public hearing (if a hearing is required), WTS will provide technical and logistic support necessary for the issuance of a hazardous waste facility permit that supports DOE programmatic objectives, with the continued maintenance of all operational requirements, including protecting the health and safety of workers, the public and the environment. WTS will respond to information requests and requirements (e.g., Findings of Fact and Conclusions of Law) in accordance with the time constraints provided for in regulation or as

RATING PLAN

Section J, Attachment D
PBI Number 8
Page 3 of 4

requested by the Hearing Officer. WTS will comply with the timeframes as set forth in regulation, statutes, and the contract and the timeframes identified in the Events above. Successful completion of this metric will be identified by the issuance of a new Permit by the Secretary of the New Mexico Environment Department.

Completion of this metric by attaining the timely issuance of a new Permit will earn the Contractor Exemption 4

The fee available to WTS under this metric during the term of the contract is Exemption 4

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: *Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.*

WTS conducts business with the continued maintenance of all operational requirements, including protecting the health and safety of workers, the public and the environment.

DEFINE COMPLETION: *Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.*

Payment:

Payment Metric 1: WTS will request payment after issuance of a new Permit by the Secretary of the New Mexico Environment Department.

DEFINITIONS:

NMED: The New Mexico Environment Department

Permit: The Waste Isolation Pilot Plant Hazardous Waste Facility Permit, Permit Number NM4890139088-TSDF

Renewal Application: The Waste Isolation Pilot Plant Hazardous Waste Facility Permit renewal Application

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

N/A

RATING PLAN

Section J, Attachment D
PBI Number 8
Page 4 of 4

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: Successful completion of this task will be identified by the timely issuance of a new Permit by the Secretary of the New Mexico Environment Department.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

The maximum fee earnings for each metric in this PBI are included in the metric description in the previous Section IV – Performance Measure.

The fee included in the fee pool associated with PBI #8 may be earned at any time during the current contract period to September 30, 2012.

2. AMENDMENT/MODIFICATION NO. A178	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM001516	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01A166444	
		10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

01250 2010 33 490003 25400 1110957 0000443 80,000.00

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

X	1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): DEAR 970.5243-1 CHANGES (DEC 2000)
	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.)

See following page:

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 3/11/10

NSN 754-01-152-8070

temp03.dotPREVIOUS EDITION UNUSABLE

30-105

Prescribed by GSAMS ()

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.2

(a) The purposes of this modification are as follows:

- 1) Incrementally fund and obligate \$80,000.00 to the contract to fund the installation of a permanent WIPP related exhibit in the National Museum of Nuclear Science and History in Albuquerque.
- 2) Incorporate the attached Budget Change Request description and budget amounts for the installation of the exhibit into Section J, Attachment C of the Contract.

(b) As a result of these changes, the total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,493,110,056.37
Funds Deobligated by this Modification:	<u>80,000.00</u>
Funds Obligated since Inception of Contract:	1,493,190,056.37

(c) The attached five page Budget Change Request is incorporated under Section J, Attachment C hereby revised to read "Budget Change Requests incorporated by Contract Modification."

BUDGET CHANGE REQUEST (BCR) FOR INSTALLATION OF PERMANENT WASTE ISOLATION PILOT PLANT (WIPP) EXHIBIT IN ALBUQUEQUE NEW MEXICO

This BCR recognizes the value of public outreach to continue the successful shipping campaign of TRU waste to WIPP. Before WIPP opened, DOE engaged in a vigorous public outreach and education campaign to demonstrate and convince the general public along transportation routes that the WIPP shipping systems was safe. This outreach touched thousands in the various communities along WIPP routes. However, it was particularly unsuccessful along the I-25 corridor in the Santa Fe and Albuquerque area due to the intense anti-WIPP campaign waged by activists there. While WIPP continues to be successful in its transportation system, issues still arise and changes in routes are always problematic in New Mexico because the anti-WIPP and ant-nuclear activist community is still very active.

To ameliorate the anti-nuclear influence on the general public and continue to send the message that WIPP's transportation system is one of the safest systems ever created for radioactive waste shipping, this BCR takes advantage of an under-run transportation costs by WIPP carriers in FY10. This under-run can be used to fund the development and installation of a permanent exhibit in the recently created National Museum of Nuclear Science and History in Albuquerque.

The National Museum of Nuclear Science and History is a descendent of the Atomic Museum that was located on Kirkland AFB for more than 30 years. It was recently moved to a permanent location and FY2007 legislation sponsored by New Mexico's Senate delegation created an institution (affiliated under the Smithsonian) dedicated to tell the story of nuclear science and History. As the nation's first deep underground repository for long-lived radioactive waste, the WIPP story is an important chapter in the new museum's target story.

DOE has an opportunity to tell the WIPP story by creating a permanent exhibit in the museum. With more than 70,000 visitors per year and increasing visitation, a WIPP-related exhibit will clearly reach many more New Mexican citizens than can be reached by web site and other local (Carlsbad and southeast NM) outreach activities.

The transportation carrier under-run allows DOE to fund the development of this transportation related exhibit from the same PBS devoted to transportation, and facilitate shipping flexibility within the State of New Mexico in future years. A surplus (and unused) TRUPACT-II built in the 1980's that does not meet the license specifications (several were built and have been in storage for many years) will be used for the exhibit. A quarter-section cutaway will display the robust nature of the WIPP shipping workhorse. Other displays, including a continuous loop DVD will tell the story of how safe the WIPP (and all radioactive) shipments are.

**BUDGET CHANGE REQUEST (BCR) FOR INSTALLATION OF PERMANENT WASTE ISOLATION PILOT PLANT (WIPP)
EXHIBIT IN ALBUQUEQUE NEW MEXICO**

National Museum of Nuclear Science and History - WIPP Exhibit
Cost Estimate

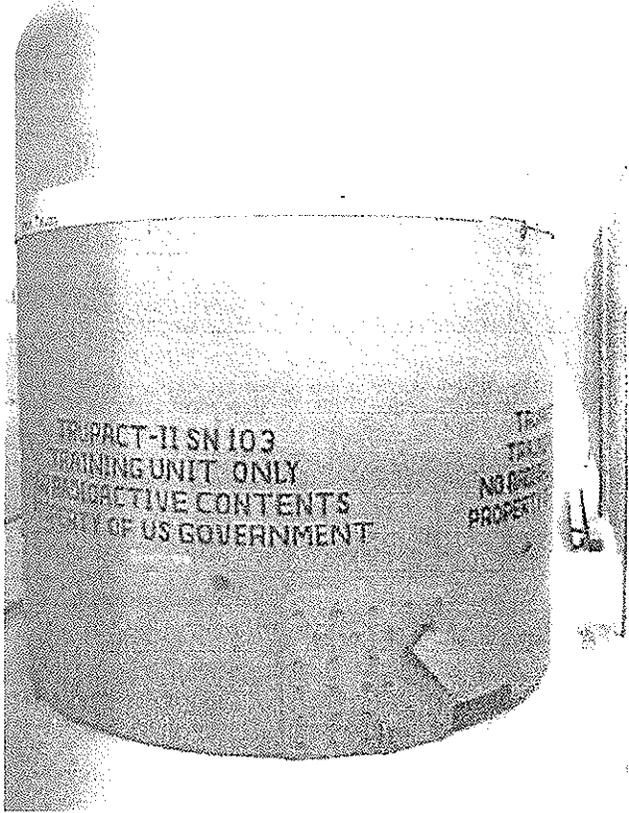
9-Feb-10

	WTS Man Hours	Subcontract Man-Hours	Rate/hr	Subtotal
Select TRUPACT-II Training Unit	8		0 Exemption 4	Exemption 4
Move to a suitable work location	8		0 Exemption 4	Exemption 4
Write specification and place contract for labor	24		0 Exemption 4	Exemption 4
Cut out quarter section and clean up raw edges (1)	0		120 Expt 4	Exemption 4
Sandblast, prime, and paint with industrial enamel (1)	0		120 Exept 4	Exemption 4
Sandblast sand, primer, and paint materials	0		0 Exemption 4	Exemption 4
Prepare signage and display posters	24		0 Exemption 4	Exemption 4
Transport to Atomic Museum & setup	24		0 Exemption 4	Exemption 4
Mileage: 600 mi x \$5.00/mile (2)	0		0 Expt 4	Exemption 4
Forklift rental to unload TRUPACT-II (3)	0		0 Exemption 4	Exemption 4
Load with empty dunnage drums & arrange signage	16		0 Exemption 4	Exemption 4
Design viewing platform	16		0 Exemption 4	Exemption 4
Write specification and place contract for labor	24		0 Exemption 4	Exemption 4
Fabricate viewing platform	0		120 Exemption 4	Exemption 4
Transport to Atomic Museum & setup	0		0 Expt 4	Exemption 4
Suspended Lids	0		0 Expt 4	Exemption 4
DVD Display System	0		0 Exemption 4	Exemption 4
Total				Exemption 4

NA assumes WTS personnel perform tasks

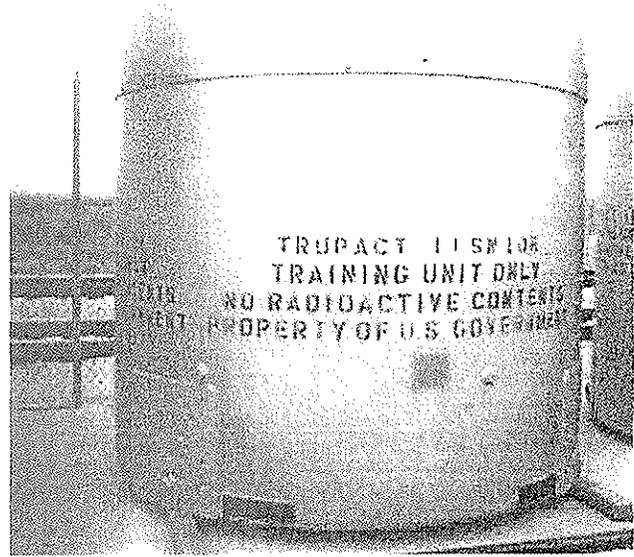
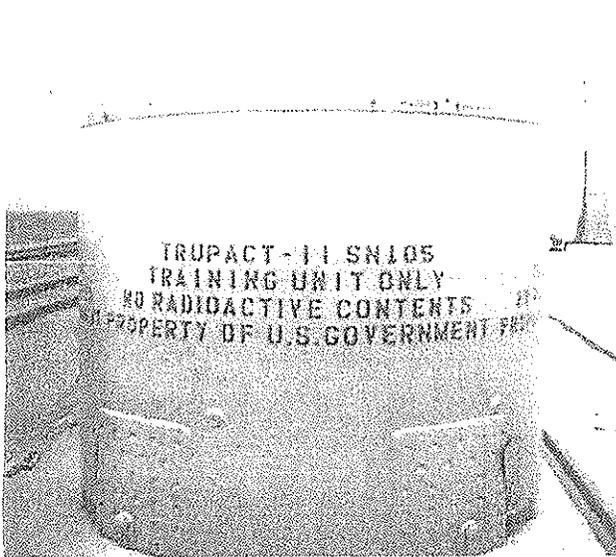
- (1) Estimate for welder and helper from Madron Services
- (2) Estimate for carrier driver, tractor, and TRUPACT-II trailer
- (3) Estimate for 10 Ton forklift rental in Albuquerque

BUDGET CHANGE REQUEST (BCR) FOR INSTALLATION OF PERMANENT WASTE ISOLATION PILOT PLANT (WIPP) EXHIBIT IN ALBUQUEQUE NEW MEXICO

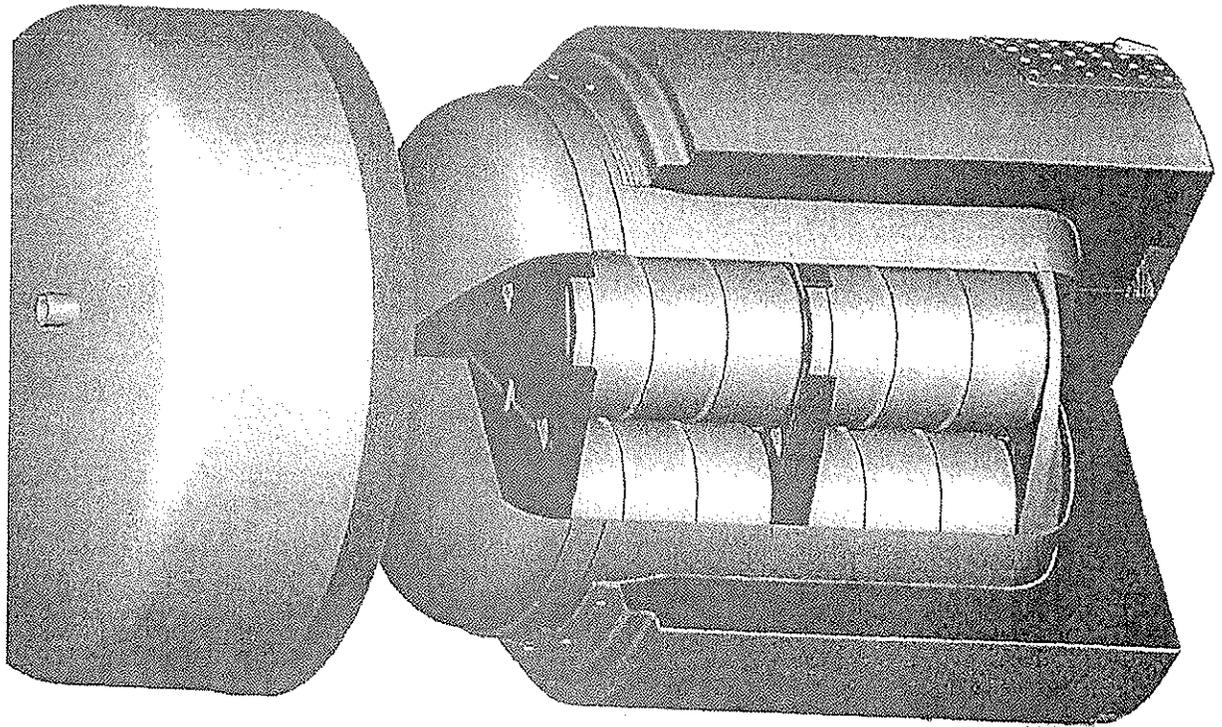


K.

BUDGET CHANGE REQUEST (BCR) FOR INSTALLATION OF PERMANENT WASTE ISOLATION PILOT PLANT (WIPP) EXHIBIT IN ALBUQUEQUE NEW MEXICO



BUDGET CHANGE REQUEST (BCR) FOR INSTALLATION OF PERMANENT WASTE ISOLATION PILOT PLANT (WIPP) EXHIBIT IN ALBUQUEQUE NEW MEXICO



2. AMENDMENT/MODIFICATION NO. **A179** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM000557** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2010	33	490003	25400	1110954	0000442	Exemption 4	Fully fund FY09 Fee
01250	2010	33	490003	25400	1110954	0000442	Exemption 4	Incrementally funds FY10 Fee
								\$1,200,000.00

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

1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): **DEAR 970.5243-1 CHANGES (DEC 2000)**

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.)

See following page:

Except as provided herein, all terms and conditions of the document referenced in Items 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) **Arthur L. Welton, Contracting Officer**

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" 16C. DATE SIGNED **3/17/2010**

BY (Signature of person authorized to sign) BY (Signature of Contracting Officer)

(a) The purposes of this modification are as follows:

- 1) Obligates Exemption 4 to the contract to the contract.
- 2) In accordance with Modification M176, the obligation amount in this modification fully funds fiscal year 2009 fee with an increase of Exemption 4 obligating funds above the maximum available fee of Exemption 4 to revised maximum available fee of Exemption 4
- 3) In accordance with Modification M175, the obligation amount in this modification incrementally funds fiscal year 2010 fee with an increase of Exemption 4 to incrementally fund the revised maximum available fee for fiscal year 2010 totaling Exemption 4

(b) As a result of these changes, the total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,493,190,056.37
Funds Obligated by this Modification:	<u>1,200,000.00</u>
Funds Obligated since Inception of Contract:	1,494,390,056.37

2. AMENDMENT/MODIFICATION NO. A180	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM001593/10EM001663	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
	10B. DATED (SEE ITEM 13) 12/14/2000

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 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)

01250	2010	33	490003	00000000	25400	1110956	0003804	\$2,200,000.00	10EM001593
00900	2010	33	490003	61000000	25400	2221775	0000000	\$49,475.00	10EM001663
								\$2,249,475.00	

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

X	1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): DEAR 970.5243-1 CHANGES (DEC 2000)
	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.)

See following page:

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 3/30/2010
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

(a) The purposes of this modification are as follows:

- 1) Obligates Exemption 4 to the contract to the contract.
- 2) Of the total obligated funds of Exemption 4 the amount of Exemption 4 is obligated to fund support of the NNSA Service Center Radiological Assistance Program Region 4 with the following funding code appropriation:

00900 2010 33 490003 61000000 25400 2221775 0000000 Exemption 4 10EM001663

(b) As a result of these changes, the total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,493,190,056.37
Funds Obligated by this Modification:	<u>2,249,475.00</u>
Funds Obligated since Inception of Contract:	1,495,439,531.37

2. AMENDMENT/MODIFICATION NO. A181	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM001913	5. PROJECT NO. (If applicable)
--	---	---	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
	10B. DATED (SEE ITEM 13) 12/14/2000

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 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)
 06049 2009 33 490003 00000000 25400 1111389 2002190 (60,378.01) **10EM001913**

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

X	1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): DEAR 970.5243-1 CHANGES (DEC 2000)
	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 total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,495,439,531.37
Funds Deobligated by this Modification:	(60,378.01)
Funds Obligated since Inception of Contract:	1,495,379,153.36

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED
NSN 754-01-152-8070 temp03.dotPREVIOUS EDITION UNUSABLE	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" BY _____
	16C. DATE SIGNED 4/27/2010

2. AMENDMENT/MODIFICATION NO. **A182** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM002299** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2010	33	490003	00000000	25400	1110954	0003804	30,000,000.00	10EM002299
01250	2010	33	490003	00000000	25400	1110954	0003804	(30,000,000.00)	10EM002299
01250	2010	33	490003	00000000	25400	1110954	0000442	30,000,000.00	10EM002299
01250	2010	33	490003	00000000	25400	1111094	0000441	601,310.00	10EM002299
01250	2010	33	490003	00000000	25400	1111095	0000441	34,570.00	10EM002299
01250	2010	33	490003	00000000	25400	1111097	0000441	39,734.00	10EM002299
01250	2010	33	490003	00000000	25400	1111098	0000441	6,312.00	10EM002299
01250	2010	33	490003	00000000	25400	1111095	0000441	53,074.00	10EM002299
								30,735,000.00	

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

- 1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): **DEAR 970.5243-1 CHANGES (DEC 2000)**
- 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 total funds obligated to date are calculated as follows (note: this corrected the obligation total in prior modifications:

Funds Obligated through last Modification:	1,496,579,153.36
Funds Obligated by this Modification:	30,735,000.00
Funds Obligated since Inception of Contract:	1,527,314,153.36

Except as provided herein, all terms and conditions of the document referenced in Items 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) **Arthur L. Welton, Contracting Officer**

15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) 15C. DATE SIGNED 16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" BY _____ 16C. DATE SIGNED **6/7/2010**

2. AMENDMENT/MODIFICATION NO. A183		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. 10EM002424/10EM002425		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090				7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		10B. DATED (SEE ITEM 13) 12/14/2000	
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 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)

06049	2009	33	490003	00000000	25400	1111389	2002190	(2,282,321.00)	10EM002424
06049	2009	33	490003	00000000	25400	1111389	2002190	(265,000.00)	10EM002425
									(2,547,321.00)

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

X	1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): DEAR 970.5243-1 CHANGES (DEC 2000)
	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 total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,527,314,153.36
Funds De-obligated by this Modification:	(2,547,321.00)
Funds Obligated since Inception of Contract:	1,524,766,832.36

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 6/9/2010
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A184	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM002450	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

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 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)

01250 2010 33 490003 00000000 25400 1110954 0000442 2,400,000.00+ 10EM002450

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

- X 1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): DEAR 970.5243-1 CHANGES (DEC 2000)
- 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 total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,524,766,832.36
Funds Obligated by this Modification:	<u>2,400,000.00</u>
Funds Obligated since Inception of Contract:	1,527,166,832.36

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 12/14/2010
BY _____ (Signature of person authorized to sign)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. M185	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) December 14, 2000	

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 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)
 NOT A FUNDING ACTION

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, and 41 U.S.C. 253 (c)(1)
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Three (3)</u> copies to the issuing office.	

See following pages:

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

15A. NAME AND TITLE OF SIGNER (Type or print) F. Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15E BY —	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 6/25/10	16E BY —
			Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"
			16C. DATE SIGNED 6/25/2010

- a. The purpose of this modification is to settle an equitable adjustment to the contract since it is expected that all fee under Performance Based Incentive (PBI 1) for fiscal year 2010 will be earned by July 15, 2010 and to increase fee by Exemption 4 from Exemption 4 to Exemption 4
- b. As a result of the aforementioned purpose, the contract is changed as follows:
- 1) Clause B.2(b)(5) is hereby changed from:

(5)The Maximum Available Fee for the full contract term (\$125,708,558) shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods and reallocation of unearned fee shall be consistent with the restrictions in FAR 16.401(e)(4).

To:

(5) The Maximum Available Fee for the full contract term Exemption 4 shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods and reallocation of unearned fee shall be consistent with the restrictions in FAR 16.401(e)(4).

- 2) The maximum available fee base in the table under B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE is hereby changed from:

Contract Period		Maximum Available Fee
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	PBI-7 Recovery Act Work	\$8,536,000
October 1, 2010 through September 30, 2012	PBI 8-Permit Renewal	Exemption 4
October 1, 2010 through September 30, 2011	Base Work	Exemption 4
October 1, 2011 through September 30, 2012	Base Work	Exemption 4

To:

Contract Period		Maximum Available Fee
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	PBI-7 Recovery Act Work	\$8,536,000
October 1, 2010 through September 30, 2012	PBI 8-Permit Renewal	Exemption 4
October 1, 2010 through September 30, 2011	Base Work	Exemption 4
October 1, 2011 through September 30, 2012	Base Work	Exemption 4

- 3) Incorporate SCR H.44, under Section H, entitled, "Special Contract Requirements" by incorporating the following clause:

H.44 Release of Equitable Adjustment on Fee -- Modification M185

In consideration of the modification agreed to in modification M185 with an increase in fee amount totaling Exemption 4 for fiscal year 2010, the Contractor shall retrieve, remediate, characterize, re-package, dispose of all waste as required on contract through August 31, 2010 without further adjustment in fee and releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to modification M185, with no exceptions.

- 4) Delete PBI 1, Revision 5 in its entirety and incorporate the attached PBI 1, Revision 6 dated June 22, 2010 under Section J, Attachment D with an increase of fee of Exemption 4 from Exemption 4 to Exemption 4

- c. CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein with an increase in fee amount totaling Exemption 4 for fiscal year 2010, the Contractor hereby releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to this modification, with no exceptions.

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 1 of 9

GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2012
Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP
Revision Number and Date: Revision 6, 6/22/2010

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4
Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type: Base Stretch Super Stretch
Difficulty: High Medium Low
Duration: Annual Multi-year
Fee Payment type: Completion Progress Provisional

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerating and managing the safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific cleanup results are achieved. The Contractor will earn fee for accelerated risk reduction based on cubic meters dispositioned from the TRU waste inventory at generator sites by removal and disposal, for clean up and disposal of TRU Waste from Small Quantity Sites (SQS), or the identification of a disposition path to dispose of waste currently managed as TRU waste as low-level or mixed low-level waste. This PBI has an added difficulty component due to the work necessary to be done by generator sites to achieve the desired results that is not under the control of the Contractor or funded by the Contractor. Risk reduction fees will be earned as follows:

1. For cubic meters of TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services or manages the clean up and disposal of TRU waste from Small Quantity Sites.
2. For cubic meters of TRU waste disposed of at WIPP from sites where WTS does not provide characterization services.
3. For cubic meters of waste dispositioned where a more cost effective disposal option exists.
4. For disposal of at least one Remote Handled (RH) shipment at WIPP.
5. For cubic meters of difficult CH TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services an incremental fee will be paid.
6. For partial characterization or transportation of waste to a consolidation site (non-WIPP site).
7. For cubic meters of waste from inefficient waste streams where WTS provides characterization services, an incremental fee will be paid for the waste removal from the TRU waste sites and disposal at WIPP.
8. For cubic meters of waste where WTS provides partial characterization or transportation of TRU waste for disposal of the waste at WIPP.

In accordance with accelerated risk reduction, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP.

For each cubic meter of CH waste removed from generator site inventory, transported, and disposed of at WIPP under Metric 1, a fee of Expt 4 will be earned.

For each cubic meter of RH waste removed from generator site inventory, transported and disposed of at WIPP under Metric 1, a fee of Exemption 4 will be earned.

RATING PLAN

Fee for cleaning up TRU waste from SQSs will be earned based on two criteria: first for cleanup of the current TRU waste from the site and secondly for disposal of that waste at WIPP or another disposal option.

To earn fee for SQS clean up, WTS must perform meaningful work. This can include for example: provide documentation to DOE that demonstrates the waste has appropriate Acceptable Knowledge to be certified as TRU waste or for disposal, provide documentation to demonstrate that the waste was produced from defense related activities in accordance with DOE criteria, provide documentation demonstrating transportation of the waste from the SQS to a receiver site acceptable to DOE, and providing assistance in transportation of the waste from the SQS to the receiver site and from the receiver site to the final disposal site. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

SQS fee earnings are as follows:

For each SQS with RH TRU Waste greater than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with RH TRU Waste less than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and greater than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and less than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn 75% of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid 50% of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid 50% of the fee amount above for completion of the cleanup and 50% of the fee amount above for proper waste disposal of the remaining waste at those sites.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4.

Metric 2: The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database. (Note: This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

For each cubic meter of CH disposed at WIPP under Metric 2, a fee of Exempt 4 will be earned.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4.

Metric 3: The Contractor's performance will be measured for its success in identifying cubic meters of waste

RATING PLAN

currently managed as TRU waste where a more cost effective disposal option exists.

WTS will submit a request for payment of **Expt 4** per cubic meter at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The estimated amount of fee required to fund under this metric during the term of the contract is **Exemption 4**
Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP.

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor **Exemption 4** in fee.

The maximum amount of fee available to WTS under this metric during the term of the contract is **Exemption 4**

Metric 5: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring multiple Non-destructive Assays (NDAs) requiring different equipment configurations; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; (e) containers with greater than 99 Fissile Gram Equivalents (FGE); (f) containers which contain classified components and (g) containers which require visual examination either because the waste is newly generated or because the objectives of RTR cannot be met.

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Expt 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**

Metric 6: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site) approved by CBFO.

For each cubic meter where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site), a fee of **Expt 4** will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**

Metric 7: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from inefficient waste streams where WTS provides characterization services and shipping to WIPP for disposal. Inefficient waste streams are defined as TRU waste meeting one or more of the following criteria: (a) originating from waste streams with fewer than 250 containers; (b) waste streams with initial rejection rates exceeding 20% through Real Time Radiography (RTR); (c) containers with shipments where the shipment payload is limited by transportation requirements; and (d) containers which require overpacking.

For each cubic meter of waste from inefficient CH waste streams removed from a generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Expt 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.

RATING PLAN

The estimated amount of fee to fund this metric during the term of the contract is **Exemption 4**

Metric 8: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP.

For each cubic meter of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP, a fee of **Expt. 4** will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: For non-SQS elements, each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites.

For SQS elements, WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table on the next page. The table shall be updated by CBFO at the start of each fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 9/1/06 are as indicated below*:

Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab -- IL	0	25
MFC at INL	0	305.6
Bettis Atomic Power Lab - NY	25	2.7
Framatome (AREVA) -- WA	7.3	0
GE-VNC -- CA		12.5
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab -- NFS - TN	0	0
Lawrence Livermore National Lab - CA	162	0
NRD, LLC -- NY		14.21
Nevada Test Site - NV	309	.42
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0
USAMC	.21	

*Additional sites and their volumes of defense TRU waste may be added by mutual agreement.

RATING PLAN

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed of in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

Payment Metric 4: WTS will request payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to the CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

Payment Metric 5: Each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 6: Each month waste has been partially characterized or transported by WTS and removed from a generator site to a DOE-approved site other than WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 7: Each month inefficient CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of inefficient CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of inefficient waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 8: Each month waste has been partially characterized or transported by WTS and removed from a generator site to WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the

RATING PLAN

Section J, Attachment D

PBI Number 1

Page 6 of 9

WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the

RATING PLAN

contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) For non-SQS elements, fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

For SQS elements, fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS' waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS to achieve the result.

Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

Metric 5: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking

RATING PLAN

System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 6: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory, to a non-WIPP DOE-approved site, times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 7: (Completion Payment) Incremental fee shall be payable per cubic meter of inefficient TRU waste removed from inventory times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 8: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory to WIPP times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to update the SQS table as necessary and determine applicability for continuation.

Failure to comply with PBI 8 requires that limitation on fee for waste disposal under PBI 1 occurs if the following three specific milestones are not met by the following dates to assure completion by September 30, 2012. Fee will be limited under PBI #1 if delays in PBI #8 milestone achievements are found to be within the Contractor's control. The WTS milestones cited below must be acceptable and the Contractor performance shall not delay negotiations with NMED and not cause any fines, penalties or work stoppages due to submitting inadequate documentation that is submitted by the Contractor. All delays will be reviewed by the Contracting Officer for such a determination. Fee limitations are as follows:

PBI 1, WASTE DISPOSAL

For FY11 and FY12, the maximum available fee to be earned for PBI 1, Waste Disposal is cited under clause B.2. (b) (3) for each fiscal year.

During the fiscal year when Event 3—cited below—is scheduled, the limited maximum available fee to be earned will be 50% of the maximum available fee cited in clause B.2. (b)(3). The limited maximum available fee to be earned is available only if PBI 1 work scopes are completed and the milestones specified below have been accomplished within the required timeframe with increases to the limited maximum available fee as cited below:

RATING PLAN

Section J, Attachment D

PBI Number 1

Page 9 of 9

1. Event: Draft Permit Issued (Completion of WTS Milestone: 1/2/2012)
WTS Milestone: Submit comments within 60-day comment period – If this is met then **Expt 4** will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if 50% of the maximum available fee is **Expt 4** the revised limited maximum available fee is **Expt 4** or the maximum available fee cited under clause B.2. (b)(3), whichever is less).

2. Event: NMED issues notice for public comment and hearing (Completion of WTS Milestone: 2/16/2012)
WTS Milestone: Submit written testimony to hearing officer – 15 days prior to public hearing – If this is met then **Expt 4** will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if the limited maximum available fee is **Expt 4** [50% limit] plus **Expt 4** [Event 1] totaling **Expt 4** this release of fee will make the limited maximum available fee equal **Expt 4** or the maximum available fee cited under clause B.2. (b)(3), whichever is less)

3. Event: Hearing Officer's Report issued (Completion of WTS Milestone: 6/26/2012)
WTS Milestone: Provide comments to hearing officer's report – 30 days after issuance – If this is met then **Expt 4** will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if the limited maximum available fee is **Expt 4** [50% limit] plus **Expt 4** [Event 1] plus **Expt 4** [Event 2] totaling **Expt 4** this release of fee will make the limited maximum available fee equal **Expt 4** or the maximum available fee under clause B.2. (b)(3), whichever is less).

Fee that is not available to be earned and reduced from the award fee pool, if any, due to PBI #8 milestone performance and specifically this clause, is not recoverable, by the Contractor, including that specified for individual milestones. If the milestone dates for the required activities cannot be met by the Contractor, the dates by which the activities must be completed may be revised at the sole discretion of the Contracting Officer. Upon receiving the new permit, no restrictions on fee under PBI 1 will exist.

2. AMENDMENT/MODIFICATION NO. **A186** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM002519/10EM002523** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

00900	2010	33	490003	61000000	25400	2221758	0000000	\$18,175.00	10EM002519
001050	2010	33	490003	00000000	25400	3184701	0000000	\$90,000.00	10EM002523
								\$108,175.00	

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

- X** 1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): **DEAR 970.5243-1 CHANGES (DEC 2000)**
- 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.)

Funding in the amount of \$18,175.00 is obligated to provide additional funds for support of the NNSA Service Center Radiological Assistance Program, Region 4. Funding in the amount of \$90,000.00 is obligated to provide funds for Work Authorization Number HQ1001-0-CC-Carl, Project Number 2010-HS-20100563 to support on-site and off-site records digitization projects at various DOE locations. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,527,166,832.36
Funds Obligated by this Modification:	<u>108,175.00</u>
Funds Obligated since Inception of Contract:	1,527,275,007.36

Except as provided herein, all terms and conditions of the document referenced in Items 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)
Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. Signature deleted see OMB M-06-15, "Personally Identifiable Information" 16C. DATE SIGNED
BY _____ BY _____ **6/24/2012**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M187	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090	7. ADMINISTERED BY (If other than item 6) CODE Arthur L. Welton (505) 234-7461			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) December 14, 2000	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>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.</p> <p>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:</p> <p>(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.</p>				
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.				
(X)	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties			
	D. OTHER (Specify type of modification and authority) Incremental Funding			
E. IMPORTANT: Contractor _____ is not, <u>XX</u> is required to sign this document and return <u>3</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
See following page:				
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) M. Farok Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer		
Signature deleted see OMB M-06-15, "Personally Identifiable Information"		15C. DATE SIGNED 7/30/10	Signature deleted see OMB M-06-15, "Personally Identifiable Information"	
			16C. DATE SIGNED 8/2/2010	

- a. The purposes of this modification are as follows:
- 1) Revise Performance Based Incentive (PBI) 3 with a period of performance end date of September 30, 2010 to remove metrics that cannot be completed within this period of performance.
 - 2) Incorporate PBI 3A with a period of performance end date of November 30, 2011.
- b. As a result of this change, the following contract changes are incorporated into the contract:
- 1) PBI 3 revision 2 dated July 8, 2010 is incorporated into the contract.
 - 2) PBI 3A revision 0 dated July 8, 2010 is incorporated into the contract.
- c. All other terms and conditions of the contract remain unchanged and in full force and effect except for deleting in its entirety PBI 3, Revision 1 and incorporating PBI 3A.
- d. As a result of the aforementioned changes, remove the page(s) listed under Column I below and substitute therewith the page(s) set forth under Column II, all of which are attached hereto and made part of the contract by this modification:

Column I

Column II

SECTION J – ATTACHMENTS
Attachment D
PBI 3, Revision 1
Deleted in its entirety

SECTION J – ATTACHMENTS
Attachment D
PBI 3, Revision 2
Pages 1-11

SECTION J – ATTACHMENTS
Not Applicable

SECTION J – ATTACHMENTS
Attachment D
PBI 3A, Revision 2
Pages 1-4

- e. CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost change confirmed by this modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #3 Performance Period: 10/1/2005 through 9/30/2010
 Performance Incentive Short Title: Difficult TRU Waste and Significant Performance Milestones
 Revision Number and Date: Revision 2, 07/08/10

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM:	Maximum Available Incentive Fee Associated with this Measure:
Exemption 4	Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input checked="" type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input type="checkbox"/>
Difficulty:	High <input type="checkbox"/>	Medium <input checked="" type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fees Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Disposal of difficult to characterize defense TRU waste, improving the efficiency and reliability of TRU waste activities, initiating remote-handled TRU waste activities at multiple sites, increasing WIPP's capabilities for different waste containers, and completing the large site TRU waste cleanups at Savannah River and Los Alamos National Laboratory are all significant parts of the CBFO mission. This PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific results are achieved over and above the items incentivized in PBI #1 and PBI #2. The Contractor will earn incremental fee for characterizing and disposing of difficult TRU waste that requires added work compared to routine TRU waste characterization and shipping. The Contractor will also earn incremental fee for achieving significant discrete accomplishments in the TRU waste program during the term of the contract. The Contractor acknowledges that the items in this PBI are feasible to accomplish within contract funding criteria by September 30, 2010. Fee from PBI #3 metrics which is unearned due to nonperformance by the Contractor shall be forfeited. The Contractor agrees that no Requests for Equitable Adjustment are allowable for inability to earn fee under PBI #3 due to lack of waste availability from generator or storage sites or NRC delays. Incremental fees under this PBI will be earned as follows:

1. For cubic meters of difficult CH TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services an incremental fee will be paid.
2. a) Complete the disposal of the first RH TRU waste canister from Los Alamos National Laboratory (LANL).
 b) Complete the disposal of the remaining 15 RH TRU waste canisters from LANL.
3. Receipt of approval of the TRUPACT-III Safety Analysis for Packaging and Issuance of the Certificate of Compliance by the Nuclear Regulatory Commission (NRC).
4. Complete the disposition of the total original drum inventory (27,525 drums) managed as CH TRU waste at the Savannah River Site (SRS).
5. a) Complete the disposal of the first RH TRU waste canister from Argonne National Laboratory (ANL).
 b) Complete the disposal of the remaining 34 RH TRU waste canisters from ANL.
6. Complete WIPP certification and shipment of the entire inventory of 550 RH drums at Idaho National Laboratory (INL).
7. a) Complete the disposal of the first RH TRU waste canister from SRS.
8. Deleted and reserved.

9. a) Complete the disposal of the first RH TRU waste canister from Oak Ridge National Laboratory (ORNL).
b) For each subsequent 50 m³ of RH waste certified and shipped, an incentive of Exemption 4 shall be paid.
10. Completion of the WIPP Life Extension Upgrades associated with the WIPP site.
11. Completion of the methodology and statistical sampling to allow reduction of the necessary Gas Generation Testing (GGT) on approximately 5000 drums of solidified organic waste at INL by at least 40%
12. Develop, submit, and obtain approval by the NRC for shielded containers for RH waste transport and submit the permit modification to NMED.
13. Deleted and Reserved
14. a) Complete the disposal of the first RH TRU waste canister of GE-VNC waste.
b) Complete the disposition of the remaining RH inventory from GE-VNC.
15. Characterize and ship the high MAR debris drums currently in AK, being repackaged by LANL.
16. Maintain an acceptable Days Away, Restricted, or Transferred (DART) Rate in comparison to the North American Industry Classification System (NAICS) rating system Industry Average.

The following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring additional Non-destructive Assay (NDA) systems(s) not employed at a site or a recalibration of the NDA equipment to be able to characterize the containers; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; and (e) containers with greater than 99 Fissile Gram Equivalents (FGE).

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of Exempt 4 will be earned in addition to the base fee earned under PBI #1, Metric 1.

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 2(a): The Contractor shall complete disposal of the first RH TRU waste from LANL.

The completion of the disposal of the first RH TRU waste canister from LANL will earn the Contractor

Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 2(b): The Contractor shall complete the disposal of the remaining 15 RH TRU waste canisters from LANL.

The completion of the disposal of the remaining 15 RH TRU waste canisters from LANL will earn the Contractor Exemption 4.

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 3: The Contractor shall receive approval of the TRUPACT-III Safety Analysis for Packaging and issuance of the Certificate of Compliance (COC) by the NRC.

The receipt of the NRC COC for the TRUPACT-III shipping container will earn the Contractor **Exemption 4**

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 4: The Contractor shall complete the disposition of the total original drum inventory (27,525 drums) managed as CH TRU waste at SRS.

The completion of the disposition of the total original drum inventory (27,525 drums) managed as CH TRU waste at SRS will earn the Contractor **Exemption 4**

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 5(a): The Contractor shall complete the disposal of the first RH TRU waste canister from ANL.

The completion of the disposal of the first RH canister from ANL will earn the Contractor **Exemption 4**

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 5(b): The Contractor shall complete the disposal of the remaining 34 RH TRU waste canisters from ANL.

The completion of the disposal of the remaining 34 RH TRU waste canisters from ANL will earn the Contractor **Exemption 4**

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 6: The Contractor shall complete WIPP certification and shipment of the entire inventory of 550 RH drums at INL.

The completion of the WIPP certification and shipment of the entire inventory of 550 RH drums at INL will earn the Contractor **Exemption 4**

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 7(a): The Contractor shall complete the disposal of the first RH TRU waste canister from SRS.

The completion of the disposal of the first RH TRU waste canister from SRS will earn the Contractor

Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is

Exemption 4

Metric 8: Deleted and Reserved.

Metric 9(a): The Contractor shall complete the disposal of the first RH TRU waste canister from Oak Ridge National Laboratory (ORNL).

Completion of the disposal of the first RH TRU waste canister from ORNL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 9(b): The Contractor will earn fee for each subsequent 50 m³ of RH waste certified and shipped from ORNL.

Completion of each subsequent 50 m3 of RH waste certified and shipped from ORNL, the Contractor will earn Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 10: The Contractor shall complete the WIPP Life Extension Upgrades associated with the WIPP site with the activities successfully planned and performed. The Life Extension Upgrades associated with this metric and their associated fees are defined as:

- a) E140 waste transportation route ground maintenance Exemption 4
- b) 700 exhaust fan replacement Exemption 4
- c) Waste hoist control system upgrade Exemption 4
- d) 25P-SW04/4 Substation #4 cable bus retrofit Exemption 4
- e) Waste station back removal Exemption 4
- f) E140/S2180 Overcast Installation Exemption 4
- g) N150 Overcast Renovation Exemption 4

Completion of the WIPP Life Extension Upgrades associated with the WIPP site will earn the Contractor a total of Exemption 4. Completion of each of the seven elements above will earn the Contractor the amount of fee as stated above by the element.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 11: The Contractor shall complete the methodology and statistical sampling to allow reduction of the necessary GGT on approximately 5000 drums of solidified organic waste at INL by at least 40%.

Completion of the methodology and statistical sampling to allow reduction of the necessary GGT on approximately 5000 drums of solidified organic waste at INL based on a validated inventory list by at least 40% will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 12: The Contractor shall develop, submit, and obtain approval by the NRC for shielded containers for RH waste transport and submit the permit modification to NMED.

Completion of the development, submittal, and approval by the NRC for shielded containers for RH waste transport and submittal of the permit modification to NMED will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 13: Deleted and Reserved.

Metric 14(a): The Contractor shall complete the disposal of the first RH TRU waste canister of GE-VNC waste.

Completion of the disposal of first RH TRU waste canister of GE-VNC RH TRU waste canister will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 14(b): The Contractor shall complete the disposition of the remaining RH inventory from GE-VNC.

Completion of the disposition of the remaining RH inventory from GE-VNC will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 15: The Contractor shall characterize and ship the high MAR debris drums currently in AK, being repackaged by LANL.

Characterization and shipment of the high MAR (material at risk) debris drums currently in AK, being repackaged by LANL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 16: Using the North American Industry Classification System (NAICS) rating system Industry Average (Code 562211 as the baseline), reward superior safety performance for WTS and its subcontractors (as defined in the Worker Safety & Health Program Description, 5/24/07) in FY08, FY09, and FY10 as follows:

- Maintain 1/3 or less of NAICS Dart Rate (.73 and lower) = 100% of total
- Maintain 1/3 to 1/2 of the NAICS DART Rate (greater than .73 to 1.1) = 50% of total
- Maintain less than NAICS DART Rate (greater than 1.1 to 2.2) = 25% of total
- Exceed NAICS rate (greater than 2.2) = 0% earned

By the each fiscal year (2008, 2009, 2010) maintaining 1/3 or less of NAICS Dart Rate (.73 and lower) will earn the Contractor the maximum fee of Exemption 4 *By the end of each fiscal year (2008, 2009, 2010) year, maintaining 1/3 to 1/2 of the NAICS DART Rate (greater than .73 to 1.1) will earn the Contractor 50% of the maximum fee allocated to this metric or* Exemption 4 *By the end of each fiscal year (2008, 2009, 2010), maintaining less than NAICS DART Rate (greater than 1.1 to 2.2) will earn the Contractor 25% of the maximum available fee allocated or* Exemption 4 *By the end of each fiscal year (2008, 2009, 2010), exceeding the NAICS rate (greater than 2.2) will result in zero earnings for this metric.*

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation

should be compared.

Payment Metric 1: For non-SQS elements, for each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 2(a): WTS will request payment after the completion of disposal in WIPP of the first RH TRU waste canister from LANL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 2(b): WTS will request payment after completion of the disposal of the remaining 15 RH TRU waste canisters from LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will request payment after the issuance of the TRUPACT – III COC by the NRC as evidenced by the actual COC. CBFO will verify the request submitted by the Contractor by reviewing the NRC documentation furnished by WTS.

Payment Metric 4: WTS will request payment after the completion of disposition as LLW or TRU waste of the SRS total original drum inventory (27,525 drums) managed as CH TRU waste as evidenced by a verification report on the inventory by drum identification number showing the disposition and the WWIS information for the drums disposed of at WIPP. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Payment Metric 5(a): WTS will request payment after the completion of disposal of the first RH TRU waste canister from ANL based on the validated inventory list as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 5(b): WTS will request payment of the completion of disposal of the remaining 34 RH TRU waste canisters from ANL based on the validated inventory list as evidenced in by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 6: WTS will request payment after the completion of WIPP certification and shipment of the entire inventory of 550 RH drums at INL based on the validated inventory list as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 7(a): WTS will request payment after the completion of disposal of the first RH TRU waste canister from SRS as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 8: Deleted and Reserved.

Payment Metric 9(a): WTS will request payment after the completion of the first RH TRU waste canister from ORNL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 9(b): WTS will request payment after completion of each subsequent 50 m3 of RH waste certified and shipped from ORNL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 10: WTS will request payment after the completion of each of the seven specified tasks in Metric 10 for the WIPP Life Extension Upgraded as evidenced by project completion reports accepted by the WTS Assistant General Manager responsible for site operations. CBFO will verify the request submitted by the Contractor from a field review of project completion and review of the project completion reports.

Payment Metric 11: WTS will request payment after the reduction of GGT testing requirements for at least 40% of the nominal 5000 drum solid organic waste stream at INL based on the validated inventory list as evidenced by the validated inventory list and a verification report, by drum identification number, that demonstrates at least a 40% reduction for the waste stream of required GGT. CBFO will verify the request submitted by the Contractor by reviewing the documentation from the Contractor and using the WWIS database as appropriate.

Payment Metric 12: WTS will request payment for developing, submitting, and obtaining approval by the NRC for shielded containers for RH waste transport and for submittal of the permit modification to NMED. Verification for payment will be approval documentation by the NRC and submittal paperwork to the NMED.

Payment Metric 13: Deleted and Reserved.

Payment Metric 14(a): WTS will request payment after the completion of disposal in WIPP of the first RH TRU waste canister from GE-VNC as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 14(b): WTS will request payment after completion of the disposal of the remaining RH inventory from GE-VNC as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 15: WTS will request payment for characterizing and shipping the high MAR debris drums currently in AK, being repackaged by LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 16: WTS will request a payment for the level of completion on DART rate when compared to the NAICS Dart Rate at the end of each fiscal year (2008, 2009, 2010).

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

DOE will provide large box NDA/NDE instrumentation.

DOE will provide shipping resources for disposal of TRU waste at WIPP necessary to meet the completion criteria for all Metrics above.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor must accomplish the TRU program objectives defined in the metrics above. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 2(a): (Completion) Fee shall be payable upon submittal of the documentation after completion of disposal in WIPP of the first RH TRU waste canister from LANL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 2(b): (Completion) Fee shall be payable after completion of the disposal of the remaining 15 RH TRU waste canisters from LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 3: (Completion Payment) Fee shall be payable upon submittal of documentation after the issuance

of the TRUPACT – III COC by the NRC as evidenced by the actual COC. CBFO will verify the request submitted by the Contractor by reviewing the NRC documentation furnished by WTS.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of disposition as LLW or TRU waste of the validated inventory list of the SRS total original drum inventory (27,525 drums) managed as CH TRU waste as evidenced by the validated inventory list with a verification report on the inventory, by drum identification number, showing the disposition and the WWIS information for the drums disposed of at WIPP. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Metric 5(a): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of the disposal of the first RH TRU waste canister from ANL. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 5(b): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of the disposal of the remaining 34 RH TRU waste canisters from ANL. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 6: (Completion Payment) Fee shall be payable upon submittal of documentation the completion of WIPP certification and shipment of the entire inventory of 550 RH drums at INL based on the validated inventory list as evidenced by the validated inventory list and the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 7(a): (Completion Payment) Fee shall be payable upon submittal of the disposal of the first RH TRU waste canister from SRS as evidenced by WWIS. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Metric 8: Deleted and Reserved.

Metric 9(a): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of shipment to WIPP of the first RH TRU waste canister from Oak Ridge as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 9(b): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of certification and shipment of each subsequent 50 m³ of RH waste from ORNL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 10: (Completion Payment for each element) Fee shall be payable upon submittal of documentation after the completion of each of the specified tasks in Metric 10 for the WIPP Life Extension Upgraded as evidenced by project completion reports accepted by the WTS Assistant General Manager responsible for site operations. CBFO will verify the request submitted by the Contractor from a field review of project completion and review of the project completion reports.

Metric 11: (Completion Payment) Fee shall be payable upon submittal of documentation after the reduction of GGT testing requirements for at least 40% of the nominal 5000 drum solid organic waste stream at INL based on the validated inventory list as evidenced by the validated inventory list and a verification report, by drum identification number, that demonstrates at least a 40% reduction for the waste stream of required GGT. CBFO will verify the request submitted by the Contractor by reviewing the documentation from the Contractor and using the WWIS database as appropriate.

Metric 12: (Completion) Fee shall be payable upon developing, submitting, and obtaining approval by the NRC for shielded containers for RH waste transport and for submittal of the permit modification to NMED. Verification for payment will be approval documentation by the NRC and submittal paperwork to the NMED.

Metric 13: Deleted and Reserved.

Metric 14(a): (Competition) Fee shall be payable upon completion of disposal in WIPP of the first RH TRU waste canister from GE-VNC as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 14(b): (Completion) Fee shall be payable upon completion of the disposal of the remaining RH inventory from GE-VNC as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 15: (Completion) Fee shall be payable upon characterizing and shipping the high MAR debris drums currently in AK, being repackaged by LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 16: (Completion) Fee shall be payable based on level of completion on DART rate when Compared to the NAICS Dart Rate at the end of each fiscal year (2008, 2009, 2010).

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

The maximum fee earnings for each metric in this PBI is included in the metric description in the previous Section IV – Performance Measure.

The fee included in the fee pool associated with PBI #3 may be earned at any time during the contract period to September 30, 2010. However, for each fiscal year during the term of the contract, the Contractor and CBFO will agree on the maximum amount of fee that may be paid during the fiscal year for the option period and PBI #3. If the Contractor and CBFO do not agree on the maximum fee pool fee potential for a fiscal year, CBFO may make a unilateral determination for that fiscal year. If fee is earned under PBI #3 in a given fiscal year but not paid in that fiscal year, then it may be paid in subsequent fiscal years. However, the work shall not extend beyond September 30, 2010.

This PBI will be reviewed by DOE-CBFO annually beginning in FY08 to determine the metrics still represent the highest level of priority for CBFO and the metrics applicability for continuation.

SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #3A Performance Period:10/1/2005 through 11/30/2011
Performance Incentive Short Title: Difficult TRU Waste and Significant Performance Milestones II
Revision Number and Date: Rev. 0, 7/8/10

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled (BCWS) under this PM: Exemption 4
Maximum Available Incentive Fee Associated with this Measure: Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input checked="" type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input type="checkbox"/>
Difficulty:	High <input type="checkbox"/>	Medium <input checked="" type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fees Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Disposal of difficult to characterize defense TRU waste, improving the efficiency and reliability of TRU waste activities, initiating remote-handled TRU waste activities at multiple sites, increasing WIPP's capabilities for different waste containers, and completing the large site TRU waste cleanups at Savannah River and Los Alamos National Laboratory are all significant parts of the CBFO mission. This PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific results are achieved over and above the items incentivized in PBI #1 and PBI #2. The Contractor will earn incremental fee for characterizing and disposing of difficult TRU waste that requires added work compared to routine TRU waste characterization and shipping. The Contractor will also earn incremental fee for achieving significant discrete accomplishments in the TRU waste program during the term of the contract. The Contractor acknowledges that metrics 1 through 4 below are feasible to accomplish by the completion dates below. Fee from PBI #3A metrics which is unearned due to nonperformance by the Contractor shall be forfeited. The Contractor agrees that no Requests for Equitable Adjustment are allowable for inability to earn fee under PBI #3A due to lack of waste availability from generator or storage sites or NRC delays. Incremental fees under this PBI will be earned as follows:

1. Delivery of the first TP-III production unit.(Completion end date September 30, 2011)
2. Emplacement of the first SLB-2 container at WIPP. (Completion end date November 30, 2011)
3. Approval of two Battelle Columbus Laboratory Remote-Handled waste streams at SRS. (Completion end date September 30, 2010)
4. Certification of Large Box NDA for Standard Large Boxes (SLB2s) at SRS.(Completion end date January 31, 2011)

The following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric 1: The Contractor shall deliver the first TP-III production unit.

Delivery of the first TP-III production unit will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 2: The Contractor shall emplace the first SLB-2 container at WIPP.

Completion of emplacement of the first SLB-2 container at WIPP will earn the Contractor a total of Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 3: The Contractor shall obtain approval of two Battelle Columbus Laboratory Remote-Handled waste streams at SRS.

The completion of the approval of two Battelle Columbus Laboratory Remote-Handled waste streams at SRS will earn the contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 4: The Contractor shall obtain certification of Large Box NDA for Direct Load Ten Drum Overpacks (TDOPs) at SRS.

The completion of the certification of Large Box NDA for Direct Load TDOPs at SRS will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: WTS will request payment after submittal to CBFO a copy of the signed Approval Request containing the data package and Certificate of Compliance (COC) and a copy of the signed bill of lading from AFS for receipt of the TP-III.

Payment Metric 2: WTS will request payment after the Waste Data System reflects emplacement at WIPP of the first SLB-2 container.

Payment Metric 3: WTS will request payment after approval of two Battelle Columbus Laboratory Remote-Handled waste streams at SRS.

Payment Metric 4: WTS will request payment after receipt of Certification Letter from CBFO documenting the LB NDA is approved for certification of SLB2s.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

DOE will provide large box NDA/NDE instrumentation.

DOE will provide shipping resources for disposal of TRU waste at WIPP necessary to meet the completion criteria for all Metrics above.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor must accomplish the TRU program objectives defined in the metrics above. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion) Fee shall be payable after submitting CBFO a copy of the signed Approval Request containing the data package and Certificate of Compliance (COC) and a copy of the signed bill of lading from AFS for receipt of the TP-III.

Metric 2: (Completion) Fee shall be payable upon WTS will request payment after emplacement of the first SLB-2 container at WIPP in WDS.

Metric 3: (Completion) Fee shall be payable by providing approval documents from NMED and EPA of the approval of two Battelle Columbus Laboratory Remote-Handled waste streams at SRS.

Metric 4: (Completion) Fee shall be payable upon after receipt of Certification Letter from CBFO documenting the LB NDA is approved for certification of SLB2s

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

The maximum fee earnings for each metric in this PBI are included in the metric description in the previous Section IV – Performance Measure.

The fee included in the fee pool associated with PBI #3A shall be earned no later than the dates cited in the description section on page 1 included herein.

2. AMENDMENT/MODIFICATION NO. **A188** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10F.M002803** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2010	33	490003	00000000	25400	1110954	0000441	\$9,500,893.12	10EM002803
01250	2010	33	490003	00000000	25400	1110956	0003804	\$1,639,058.00	10EM002803
01250	2010	33	490003	00000000	25400	1110957	0000443	\$1,180,879.90	10EM002803
01250	2010	33	490003	00000000	25400	1111094	0000441	\$479,413.00	10EM002803
01250	2010	33	490003	00000000	25400	1111095	0000441	\$27,562.00	10EM002803
01250	2010	33	490003	00000000	25400	1111097	0000441	\$31,679.00	10EM002803
01250	2010	33	490003	00000000	25400	1111098	0000441	\$5,032.00	10EM002803
01250	2010	33	490003	00000000	25400	1111102	0000441	\$42,314.00	10EM002803
								\$12,906,831.02	

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

X 1) THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): **DEAR 970.5243-1 CHANGES (DEC 2000)**

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 total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,527,275,007.36
Funds Obligated by this Modification:	12,906,831.02
Funds Obligated since Inception of Contract:	1,540,181,838.38

Except as provided herein, all terms and conditions of the document referenced in Items 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)
Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. Signature deleted see OMB M-06-15, Safeguarding Personally Identifiable Information" 16C. DATE SIGNED
BY (Signature of person authorized to sign) BY 7/19/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. M189	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) December 14, 2000	
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 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)
NOT A FUNDING ACTION

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, and 41 U.S.C. 253 (c)(1)
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Three (3)</u> copies to the issuing office.	

See following pages:

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

15A. NAME AND TITLE OF SIGNER (Type or print) F. Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. Signature deleted see OMB M-06-15, BY "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 8/24/10	16B. Signature deleted see OMB M-06-15, BY "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 8/24/2010

- a. The purpose of this modification is to settle an equitable adjustment to the contract since it is expected that all fee under Performance Based Incentive (PBI 1) for fiscal year 2010 will be earned by August 31, 2010 and to increase fee by Exemption 4 from Exemption 4 to Exemption 4
- b. As a result of the aforementioned purpose, the contract is changed as follows:
- 1) Clause B.2(b)(5) is hereby changed from:

(5) The Maximum Available Fee for the full contract term Exemption 4 shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods and reallocation of unearned fee shall be consistent with the restrictions in FAR 16.401(c)(4).

To:

(5) The Maximum Available Fee for the full contract term Exemption 4 shall be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods and reallocation of unearned fee shall be consistent with the restrictions in FAR 16.401(c)(4).

- 2) The maximum available fee base in the table under B.2(b)(6) entitled, "ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE is hereby changed from:

Contract Period	Maximum Available Fee
February 1, 2001 through September 30, 2001	Base Work Exemption 4
October 1, 2001 through September 30, 2002	Base Work Exemption 4
October 1, 2002 through March 31, 2003	Base Work Exemption 4
April 1, 2003 through September 30, 2003	Base Work Exemption 4
October 1, 2003 through September 30, 2004	Base Work Exemption 4
October 1, 2004 through September 30, 2005	Base Work Exemption 4
October 1, 2005 through September 30, 2006	Base Work Exemption 4
October 1, 2006 through September 30, 2007	Base Work Exemption 4
October 1, 2007 through September 30, 2008	Base Work Exemption 4
October 1, 2008 through September 30, 2009	Base Work Exemption 4
October 1, 2009 through September 30, 2010	Base Work Exemption 4
April 15, 2009 through September 30, 2011	PBI-7 Recovery Act Work \$8,536,000
October 1, 2010 through September 30, 2012	PBI 8-Permit Renewal Exemption 4
October 1, 2010 through September 30, 2011	Base Work Exemption 4
October 1, 2011 through September 30, 2012	Base Work Exemption 4

To:

Contract Period		Maximum Available Fee
February 1, 2001 through September 30, 2001	Base Work	Exemption 4
October 1, 2001 through September 30, 2002	Base Work	Exemption 4
October 1, 2002 through March 31, 2003	Base Work	Exemption 4
April 1, 2003 through September 30, 2003	Base Work	Exemption 4
October 1, 2003 through September 30, 2004	Base Work	Exemption 4
October 1, 2004 through September 30, 2005	Base Work	Exemption 4
October 1, 2005 through September 30, 2006	Base Work	Exemption 4
October 1, 2006 through September 30, 2007	Base Work	Exemption 4
October 1, 2007 through September 30, 2008	Base Work	Exemption 4
October 1, 2008 through September 30, 2009	Base Work	Exemption 4
October 1, 2009 through September 30, 2010	Base Work	Exemption 4
April 15, 2009 through September 30, 2011	PBI-7 Recovery Act Work	\$8,536,000
October 1, 2010 through September 30, 2012	PBI 8-Permit Renewal	Exemption 4
October 1, 2010 through September 30, 2011	Base Work	Exemption 4
October 1, 2011 through September 30, 2012	Base Work	Exemption 4

- 3) Incorporate SCR H.45, under Section H, entitled, "Special Contract Requirements" by incorporating the following clause:

H.45 Release of Equitable Adjustment on Fee – Modification M189

In consideration of the modification agreed to in modification M189 with an increase in fee amount totaling Exemption 4 for fiscal year 2010, the Contractor shall retrieve, remediate, characterize, re-package, dispose of all waste as required on contract through September 30, 2010 without further adjustment in fee and releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to modification M189, with no exceptions.

- 4) Delete PBI 1, Revision 6 in its entirety and incorporate the attached PBI 1, Revision 7 dated August 18, 2010 under Section J, Attachment D with an increase of fee of Exemption 4 from Exemption 4 to Exemption 4

- c. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein with an increase in fee amount totaling Exemption 4 for fiscal year 2010, the Contractor hereby releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to this modification, with no exceptions.

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 1 of 9

GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2012
Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP
Revision Number and Date: Revision 7, 8/18/2010

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled
(BCWS) under this PM:

Exemption 4

Maximum Available Incentive Fee
Associated with this Measure:

Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input checked="" type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	Progress <input type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that accelerating and managing the safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific cleanup results are achieved. The Contractor will earn fee for accelerated risk reduction based on cubic meters dispositioned from the TRU waste inventory at generator sites by removal and disposal, for clean up and disposal of TRU Waste from Small Quantity Sites (SQS), or the identification of a disposition path to dispose of waste currently managed as TRU waste as low-level or mixed low-level waste. This PBI has an added difficulty component due to the work necessary to be done by generator sites to achieve the desired results that is not under the control of the Contractor or funded by the Contractor. Risk reduction fees will be earned as follows:

1. For cubic meters of TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services or manages the clean up and disposal of TRU waste from Small Quantity Sites.
2. For cubic meters of TRU waste disposed of at WIPP from sites where WTS does not provide characterization services.
3. For cubic meters of waste dispositioned where a more cost effective disposal option exists.
4. For disposal of at least one Remote Handled (RH) shipment at WIPP.
5. For cubic meters of difficult CH TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services an incremental fee will be paid.
6. For partial characterization or transportation of waste to a consolidation site (non-WIPP site).
7. For cubic meters of waste from inefficient waste streams where WTS provides characterization services, an incremental fee will be paid for the waste removal from the TRU waste sites and disposal at WIPP.
8. For cubic meters of waste where WTS provides partial characterization or transportation of TRU waste for disposal of the waste at WIPP.

In accordance with accelerated risk reduction, the following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP.

For each cubic meter of CH waste removed from generator site inventory, transported, and disposed of at WIPP under Metric 1, a fee of **Expl 4** will be earned.

For each cubic meter of RH waste removed from generator site inventory, transported and disposed of at WIPP under Metric 1, a fee of **Exemption 4** will be earned.

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 2 of 9

Fee for cleaning up TRU waste from SQSs will be earned based on two criteria: first for cleanup of the current TRU waste from the site and secondly for disposal of that waste at WIPP or another disposal option.

To earn fee for SQS clean up, WTS must perform meaningful work. This can include for example: provide documentation to DOE that demonstrates the waste has appropriate Acceptable Knowledge to be certified as TRU waste or for disposal, provide documentation to demonstrate that the waste was produced from defense related activities in accordance with DOE criteria, provide documentation demonstrating transportation of the waste from the SQS to a receiver site acceptable to DOE, and providing assistance in transportation of the waste from the SQS to the receiver site and from the receiver site to the final disposal site. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

SQS fee earnings are as follows:

For each SQS with RH TRU Waste greater than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with RH TRU Waste less than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and greater than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and less than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn 75% of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid 50% of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid 50% of the fee amount above for completion of the cleanup and 50% of the fee amount above for proper waste disposal of the remaining waste at those sites.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is

Exemption 4

Metric 2: The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database. (Note: This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

For each cubic meter of CH disposed at WIPP under Metric 2, a fee of Expt 4 will be earned.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is

Exemption 4

Metric 3: The Contractor's performance will be measured for its success in identifying cubic meters of waste

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 3 of 9

currently managed as TRU waste where a more cost effective disposal option exists. WTS will submit a request for payment of **Expt 4** per cubic meter at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The estimated amount of fee required to fund under this metric during the term of the contract is **Exemption 4**.
Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP.

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor **Exemption 4** in fee.

The maximum amount of fee available to WTS under this metric during the term of the contract is **Exemption 4**.

Metric 5: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring multiple Non-destructive Assays (NDAs) requiring different equipment configurations; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; (e) containers with greater than 99 Fissile Gram Equivalents (FGE); (f) containers which contain classified components and (g) containers which require visual examination either because the waste is newly generated or because the objectives of RTR cannot be met.

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Expt 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**.

Metric 6: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site) approved by CBFO.

For each cubic meter where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site), a fee of **Expt 4** will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**.

Metric 7: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from inefficient waste streams where WTS provides characterization services and shipping to WIPP for disposal. Inefficient waste streams are defined as TRU waste meeting one or more of the following criteria: (a) originating from waste streams with fewer than 250 containers; (b) waste streams with initial rejection rates exceeding 20% through Real Time Radiography (RTR); (c) containers with shipments where the shipment payload is limited by transportation requirements; and (d) containers which require overpacking.

For each cubic meter of waste from inefficient CH waste streams removed from a generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Expt 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 4 of 9

The estimated amount of fee to fund this metric during the term of the contract is **Exemption 4**

Metric 8: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP.

For each cubic meter of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP, a fee of **Expt 4** will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is **Exemption 4**

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: For non-SQS elements, each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites.

For SQS elements, WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table on the next page. The table shall be updated by CBFO at the start of each fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 9/1/06 are as indicated below*:

Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab -- IL	0	25
MFC at INL	0	305.6
Bettis Atomic Power Lab - NY	25	2.7
Framatome (AREVA) -- WA	7.3	0
GE-VNC -- CA		12.5
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab -- NFS - TN	0	0
Lawrence Livermore National Lab - CA	162	0
NRD, LLC -- NY		14.21
Nevada Test Site - NV	309	.42
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0
USAMC	.21	

*Additional sites and their volumes of defense TRU waste may be added by mutual agreement.

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 5 of 9

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed of in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

Payment Metric 4: WTS will request payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to the CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

Payment Metric 5: Each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 6: Each month waste has been partially characterized or transported by WTS and removed from a generator site to a DOE-approved site other than WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 7: Each month inefficient CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of inefficient CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of inefficient waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 8: Each month waste has been partially characterized or transported by WTS and removed from a generator site to WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the

RAIING PLAN

Section J, Attachment D
PBI Number 1
Page 6 of 9

WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 7 of 9

contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) For non-SQS elements, fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

For SQS elements, fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS' waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS to achieve the result.

Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

Metric 5: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 8 of 9

System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 6: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory, to a non-WIPP DOE-approved site, times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 7: (Completion Payment) Incremental fee shall be payable per cubic meter of inefficient TRU waste removed from inventory times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 8: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory to WIPP times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to update the SQS table as necessary and determine applicability for continuation.

Failure to comply with PBI 8 requires that limitation on fee for waste disposal under PBI 1 occurs if the following three specific milestones are not met by the following dates to assure completion by September 30, 2012. Fee will be limited under PBI #1 if delays in PBI #8 milestone achievements are found to be within the Contractor's control. The WTS milestones cited below must be acceptable and the Contractor performance shall not delay negotiations with NMED and not cause any fines, penalties or work stoppages due to submitting inadequate documentation that is submitted by the Contractor. All delays will be reviewed by the Contracting Officer for such a determination. Fee limitations are as follows:

PBI 1, WASTE DISPOSAL

For FY11 and FY12, the maximum available fee to be earned for PBI 1, Waste Disposal is cited under clause B.2. (b) (3) for each fiscal year.

During the fiscal year when Event 3—cited below—is scheduled, the limited maximum available fee to be earned will be 50% of the maximum available fee cited in clause B.2. (b)(3). The limited maximum available fee to be earned is available only if PBI 1 work scopes are completed and the milestones specified below have been accomplished within the required timeframe with increases to the limited maximum available fee as cited below:

RATING PLAN

Section J, Attachment D
PBI Number 1
Page 9 of 9

1. Event: Draft Permit Issued (Completion of WTS Milestone: 1/2/2012)
WTS Milestone: Submit comments within 60-day comment period – If this is met then **Expt 4** will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if 50% of the maximum available fee is **Exemption 4** the revised limited maximum available fee is **Exemption 4** or the maximum available fee cited under clause B.2. (b)(3), whichever is less).

2. Event: NMED issues notice for public comment and hearing (Completion of WTS Milestone: 2/16/2012)
WTS Milestone: Submit written testimony to hearing officer – 15 days prior to public hearing – If this is met then **Expt 4** will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if the limited maximum available fee is **Exemption 4** [50% limit] plus **Expt 4** [Event 1] totaling **Exemption 4** this release of fee will make the limited maximum available fee equal **Exemption 4** or the maximum available fee cited under clause B.2. (b)(3), whichever is less)

3. Event: Hearing Officer's Report issued (Completion of WTS Milestone: 6/26/2012)
WTS Milestone: Provide comments to hearing officer's report – 30 days after issuance – If this is met then **Expt 4** will be released as fee available to be earned for PBI 1, Waste Disposal (for example, if the limited maximum available fee is **Exemption 4** [50% limit] plus **Expt 4** [Event 1] plus **Expt 4** [Event 2] totaling **Exemption 4** this release of fee will make the limited maximum available fee equal **Exemption 4** or the maximum available fee under clause B.2. (b)(3), whichever is less).

Fee that is not available to be earned and reduced from the award fee pool, if any, due to PBI #8 milestone performance and specifically this clause, is not recoverable, by the Contractor, including that specified for individual milestones. If the milestone dates for the required activities cannot be met by the Contractor, the dates by which the activities must be completed may be revised at the sole discretion of the Contracting Officer. Upon receiving the new permit, no restrictions on fee under PBI 1 will exist.

2. AMENDMENT/MODIFICATION NO. A190	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM0003210	5. PROJECT NO. (If applicable)
--	---	---	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
	10B. DATED (SEE ITEM 13) 12/14/2000

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 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)

006049	2009	33	490003	25400	1111389	2002190	521,759.64	10EM0003210
--------	------	----	--------	-------	---------	---------	------------	-------------

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):

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): Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds".

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 \$521,759.64 in American Recovery and Reinvestment Act (ARRA) funding to the contract. The terms and conditions incorporated under Modification A148 apply to the effort performed using these funds to track and report funds. The ARRA funds obligated to date and the total funds obligated to date are calculated as follows (modification A181 failed to track recovery act funds to date and is an administratively corrected in this modification):

ARRA Funds Obligated to date:	\$152,833,957.00
ARRA Funds Obligated by this Modification:	521,759.64
ARRA Funds Deobligated by Modification A181:	(60,378.01)
ARRA Funds Obligated since Inception of Contract:	\$153,295,338.63

The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,540,181,838.38
Funds Obligated by this Modification:	521,759.64
Funds Obligated since Inception of Contract:	1,540,703,598.02

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"
15C. DATE SIGNED	16C. DATE SIGNED 8/17/2010
15D. BY (Signature of person authorized to sign)	

2. AMENDMENT/MODIFICATION NO. **AI91** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM003211** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01A166444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)
01250 2010 33 490003 00000000 25400 1110954 0000442 \$198,200.00 10EM003211

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): **DEAR 970.5243-1 CHANGES (DEC 2000)**
- 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.)

See following page:

Except as provided herein, all terms and conditions of the document referenced in Items 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)
Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information" 16C. DATE SIGNED
BY (Signature of person authorized to sign) BY **8/17/2010**

a. The purposes of this modification are to (1) administratively correct an accounting error incorporated in Modification A188 and (2) to obligate funds to the contract for the redesign of the panel closure system in accordance with Program Change Request (PCR) 10-039.

b. As a result of the aforementioned purpose:

(1) The funding accounting date incorporated in the amount of \$9,500,892.12 under Modification A188 is revised from:

01250 2010 33 490003 00000000 25400 1110954 0000441 \$9,500,893.12 10EM002803

To:

01250 2010 33 490003 00000000 25400 1110954 0000442 \$9,500,893.12 10EM002803

(2) And, the total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,540,703,598.02
Funds Obligated by this Modification:	<u>198,200.00</u>
Funds Obligated since Inception of Contract:	1,540,901,798.02

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M192	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

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 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 THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"

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 correct an error in modification A190 that did not track all recovery act funds obligated to date. The ARRA funds obligated to date are calculated as follows:

ARRA Funds Obligated to prior to Modification A190:	\$152,833,957.00
ARRA Funds Obligated by Modification A190:	521,759.64
ARRA Funds Deobligated by Modification A181:	(60,378.01)
ARRA Funds Deobligated by Modification A183:	(2,547,321.00)
ARRA Funds Obligated since Inception of Contract:	\$150,748,017.63

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 8/23/2011
BY _____ (Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. A193	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 10EM003260	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090	7. ADMINISTERED BY (If other than Item 6)
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
	10B. DATED (SEE ITEM 13) 12/14/2000

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 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)
001050, 2010 33 490003 00000000 25400 3184701 0000000 0000000 0000000 \$10,000.00+

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
- 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): **Incremental funding - DEAR 970.5204-15 entitled; "Obligation of Funds"**

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 funds in the amount of \$10,000.00 to the contract for on-site/off-site support for records digitization projects at various DOE locations on a specific basis subject to the direction of organization HS-15 to include necessary Energy Employees Occupational Illness Compensation Program Act (EEOICPA) of 2000 and related records requirements in accordance with Work Authorization project number 201-HS-20100563 approved by the Management and Operations Contractor on August 12, 2010. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	1,540,901,798.02
Funds Obligated by this Modification:	10,000.00
Funds Obligated since Inception of Contract:	1,540,911,798.02

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
---	--

15B. CONTRACTOR/OFFEROR BY: _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 8/25/2010
--	------------------	--	--------------------------------------

2. AMENDMENT/MODIFICATION NO. **A194** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM003676** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)
Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444**
 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2010	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$443,424.92
01250	2010	33	490003	00000000	25200	1110800	0002167	0000000	0000000	\$1,742,314.00
01250	2010	33	490003	00000000	25400	1110894	0000441	0000000	0000000	-\$6,500.00
01250	2010	33	490003	00000000	25400	1110957	0000442	0000000	0000000	\$.22
										\$2,179,239.14

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
- 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): **Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds in the amount of \$2,179,239.14 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification: 1,540,911,798.02
Funds Obligated by this Modification: 2,179,239.14
Funds Obligated since Inception of Contract: 1,543,091,037.16

Except as provided herein, all terms and conditions of the document referenced in Items 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)
Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" BY _____ 16C. DATE SIGNED
 BY _____ **9/13/2010**
 (Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M195	3. EFFECTIVE DATE September 15, 2010	4. REQUISITION/PURCHASE REQ. NO. N/A-NO PR	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090		Arthur L. Welton (505) 234-7461		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
				10B. DATED (SEE ITEM 13) December 14, 2000
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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties			
	D. OTHER (Specify type of modification and authority) Incremental Funding			
E. IMPORTANT: Contractor _____ is not, <u>XX</u> is required to sign this document and return <u>3</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
See following pages:				
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) M. Farok Sharif, President and General Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"		15C. DATE SIGNED 9/27/2010	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	
			16C. DATE SIGNED 10/4/2010	

- a. The purposes of this modification are to:
 1. Effective September 15, 2010, the FAR clauses applicable to the American Recovery and Reinvestment Act (ARRA) incorporated in modification A148 and definitized in modification M160, FAR 52.204-11 entitled, "American Recovery and Reinvestment Act - Reporting Requirements (MAR 2009)" is deleted in its entirety and replaced as a referenced clause by FAR 52.204-11 entitled, "American Recovery and Reinvestment Act - Reporting Requirements (Jul 2010)."
 2. Effective September 15, 2010, several DOE orders and manuals are incorporated into Section J, Attachment H of the contract.
- b. FAR 52.204-11 entitled, "American Recovery and Reinvestment Act - Reporting Requirements (Jul 2010) is incorporated into the contract pertaining to ARRA effort." All other terms and conditions of the contract, remain unchanged and in full force and effect.
- c. In addition to the change in paragraph b. above, as a result of the aforementioned changes, remove the page(s) listed under Column I below and substitute therewith the page(s) set forth under Column II, all of which are attached hereto and made part of the contract by this modification:

Column I

SECTION J, ATTACHMENT H
LIST OF ATTACHMENTS

Deleted in its entirety

Column II

SECTION J, ATTACHMENT H
LIST OF ATTACHMENTS

Pages 1-4

- d. CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost change confirmed by this modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

<u>DOE O 430.2B</u>	<u>Departmental Energy, Renewable Energy and Transportation Management</u>
<u>DOE O 433.1B</u>	<u>Maintenance Management Program for DOE Nuclear Facilities</u>
<u>DOE O 435.1, Change 1</u>	<u>Radioactive Waste Management</u>
<u>DOE O 450.1A</u>	<u>Environmental Protection Program</u>
<u>DOE O 451.1B Change 1</u>	<u>National Environmental Policy Act Compliance Program</u>
<u>DOE O 460.1C</u>	<u>Packaging and Transportation Safety</u>
<u>DOE O 460.2A</u>	<u>Departmental Materials Transportation and Packaging Management</u>
<u>DOE O 470.2B</u>	<u>Independent Oversight and Performance Assurance Program</u>
<u>DOE O 5400.5 Change 2</u>	<u>Radiation Protection of the Public and the Environment</u>
<u>DOE O 5480.19 Change 2</u>	<u>Conduct of Operations Requirements for DOE Facilities</u>

DOE Manual Title

<u>DOE M 231.1-1A Change 2</u>	<u>Environment, Safety and Health Reporting Manual</u>
<u>DOE M 231.1-2</u>	<u>Occurrence Reporting and Processing of Operations Information</u>
<u>DOE M 435.1-1 Change 1</u>	<u>Radioactive Waste Management Manual</u>

DOE Notice Title

<u>DOE N 234.1</u>	<u>Reporting of Radioactive Sealed Sources</u>
--------------------	--

2. Other Requirements Documents

Note: List 2, Other Requirements Documents, lists documents that have been reviewed and assessed as applicable to the WIPP, and to activities associated with, affecting, or supporting the WIPP facility and programs. Since S/RID requirements are incorporated by reference in List 1, the List 2 documents generally are administrative or programmatically descriptive in nature, and are not those documents that prescribe requirements for the environmental, safety, and health concerns specifically applicable to the WIPP. The "general" documents in List 2 may include, but are not limited to, areas such as accounting and budgeting, safeguards and security, and information management.

Directive Title DOE ORDERS

<u>DOE O 110.3A</u>	<u>Conference Management</u>
<u>DOE O 130.1</u>	<u>Budget Formulation</u>
<u>DOE O 142.1</u>	<u>Classified Visits Involving Foreign Nationals</u>
<u>DOE O 142.3, Change 1</u>	<u>Unclassified Foreign Visits and Assignments Program</u>

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT H

LIST OF APPLICABLE DIRECTIVES (M010, M015, M035, M058, M084, M107, M116, M119, M123, M144, M166, M195)

This document is "List B" as required by Contract Clause entitled "Laws, Regulations, and Directives." The Contractor shall review and formally assess requirements documents as directed by the Contracting Officer and shall initiate any necessary actions to implement the requirements, including changes to contract terms and conditions (e.g., budget, schedule), to ensure that work will continue to be performed to the latest revision of the requirements documents. "List B" shall, as a minimum, be reviewed and physically updated on an annual basis as part of the annual fee and scope contract modification process to incorporate any necessary changes or updates to the existing list of requirements documents shown in this part of the contract. As an additional part of the review and update, any new requirements documents that have been determined to be applicable during the preceding fiscal year, and not previously added, shall also be added to "List B" in the annual fee and scope modification. This Section B listing is currently effective as of the date shown in the title of this document.

1. Standards/Requirements Identification Document (S/RID)

Note: The documents listed in List 1 in are specifically listed in the S/RID.

Directive Title DOE ORDERS

<u>DOE O 150.1</u>	<u>Continuity Programs</u>
<u>DOE O 151.1C</u>	<u>Comprehensive Emergency Management System</u>
<u>DOE O 153.1</u>	<u>Departmental Radiological Emergency Response Assets</u>
<u>DOE O 210.2</u>	<u>DOE Corporate Operating Experience Program</u>
<u>DOE O 225.1A</u>	<u>Accident Investigations</u>
<u>DOE O 226.1A</u>	<u>Implementation of Department of Energy Oversight Policy</u>
<u>DOE O 243.2</u>	<u>Vital Records</u>
<u>DOE O 414.1C</u>	<u>Quality Assurance</u>
<u>DOE O 420.1B Change 1</u>	<u>Facility Safety</u>
<u>DOE O 425.1D</u>	<u>Verification of Readiness to Startup or Restart of Nuclear Facilities</u>
<u>DOE O 426.2</u>	<u>Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities</u>

<u>DOE O 200.1A</u>	<u>Information Technology Management</u>
<u>DOE O 203.1</u>	<u>Limited Personal use of Government Office Equipment including Information Technology</u>
<u>DOE O 205.1A</u>	<u>Department of Energy Cyber Security Management</u>
<u>DOE O 221.1A</u>	<u>Reporting Fraud, Waste and Abuse to the Office of Inspector General</u>
<u>DOE O 221.2A</u>	<u>Cooperation with the Office of Inspector General</u>
<u>DOE O 231.1A, Change 1</u>	<u>Environment, Safety and Health Reporting</u>
<u>DOE O 241.1A Change 1</u>	<u>Scientific and Technical Information Management</u>
<u>DOE O 243.1</u>	<u>Records Management Program</u>
<u>DOE O 251.1C</u>	<u>Departmental Directives Program</u>
<u>DOE O 252.1</u>	<u>Technical Standards Program</u>
<u>DOE O 350.1, Change 3</u>	<u>Contractor Human Resource Management Programs</u>
<u>DOE O 350.2A</u>	<u>Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area</u>
<u>DOE O 412.1A</u>	<u>Work Authorization System</u>
<u>DOE O 413.1B</u>	<u>Internal Control Program</u>
<u>DOE O 413.3A Change 1</u>	<u>Program and Project Management for the Acquisition of Capital Assets</u>
<u>DOE O 430.1B Change 1</u>	<u>Real Property Asset Management</u>
<u>DOE O 442.1A</u>	<u>Department of Energy Employee Concerns Program</u>
<u>DOE O 461.1A</u>	<u>Packaging and Transfer or Transportation of Materials of National Security Interest</u>
<u>DOE O 470.3B</u>	<u>Graded Security Protection (GSP) Policy</u>
<u>DOE O 470.4A</u>	<u>Safeguards and Security Program</u>
<u>DOE O 471.1B</u>	<u>Identification and Protection of Unclassified Controlled Nuclear Information</u>
<u>DOE O 471.3</u>	<u>Identifying and Protecting Official Use Only Information</u>
<u>DOE O 482.1</u>	<u>DOE Facilities Technology Partnering Programs</u>
<u>DOE O 483.1</u>	<u>DOE Cooperative Research and Developments Agreements</u>
<u>DOE O 522.1</u>	<u>Pricing of Departmental Materials and Services</u>
<u>DOE O 534.1B</u>	<u>Accounting</u>
<u>DOE O 544.1</u>	<u>Priorities and Allocations Program</u>
<u>DOE O 551.1C</u>	<u>Official Foreign Travel</u>
<u>DOE O 580.1 Chg 1</u>	<u>Department of Energy Personal Property Management Program</u>
<u>DOE O 1220.1A Chg 1</u>	<u>Congressional and Intergovernmental Affairs</u>
<u>DOE O 1340.1B</u>	<u>Management of Public Communications Publications and Scientific, Technical, and Engineering Publications</u>
<u>DOE O 5670.1A</u>	<u>Management and Control of Foreign Intelligence</u>

DOE Manual Title

<u>DOE M 140.1-1B</u>	<u>Interface with the Defense Nuclear Facilities Safety Board</u>
-----------------------	---

<u>DOE M 205.1-3</u>	<u>Telecommunications Security Manual</u>
<u>DOE M 205.1-4</u>	<u>National Security System Manual</u>
<u>DOE M 205.1-5 Adm Chg 2</u>	<u>Cybersecurity Process Requirements Manual</u>
<u>DOE M 205.1-6 Adm Chg 2</u>	<u>Media Sanitization Manual</u>
<u>DOE M 205.1-7 Adm Chg 2</u>	<u>Security Controls for Unclassified Information Systems Manual</u>
<u>DOE M 205.1-8 Adm Chg 2</u>	<u>Cyber Security Incident Management Manual</u>
<u>DOE M 413.3-1</u>	<u>Project Management for the Acquisition of Capital Assets</u>
<u>DOE M 442.1-1</u>	<u>Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health</u>
<u>DOE M 450.4-1</u>	<u>Integrated Safety Management System Manual</u>
<u>DOE M 460.2-1A</u>	<u>Radioactive Material Transportation Practices</u>
<u>DOE M 461.1-1 Change 1</u>	<u>Packaging and Transfer of Materials of National Security Interest Manual</u>
<u>DOE M 470.4-1 Change 1</u>	<u>Safeguards and Security Program Planning and Management</u>
<u>DOE M 470.4-2A</u>	<u>Physical Protection</u>
<u>DOE M 470.4-3A</u>	<u>Contractor Protective Force</u>
<u>DOE M 470.4-4A</u>	<u>Information Security</u>
<u>DOE M 470.4-5</u>	<u>Personnel Security</u>
<u>DOE M 470.4-6 Change 1</u>	<u>Nuclear Material Control and Accountability</u>
<u>DOE M 470.4-7</u>	<u>Safeguards and Security Program References</u>
<u>DOE M 471.1-1 Change 1</u>	<u>Identification and Protection of Unclassified Controlled Nuclear Information Manual</u>
<u>DOE M 471.3-1</u>	<u>Manual for Identifying and Protecting Official Use Only Information</u>

DOE Notice Title

DOE N 206.4 Personal Identity Verification

2. AMENDMENT/MODIFICATION NO. **A196** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **10EM003724; 10EM003951** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** CODE FACILITY CODE 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2010	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$3,461.47
01250	2007	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$29,469.19
01250	2006	33	490003	00000000	25400	1110094	0000442	0000000	0000000	\$40,940.98
01250	2008	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$118,172.87
01250	2009	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$6,000.48
										\$198,044.99

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
 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:
 X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds in the amount of \$198,044.99 to the contract for the following projects:
 1. \$46,341.92 for WIPP records digitization projects – Stoller.
 2. \$65,000.00 for Sandia National Laboratory records digitization project - Stoller.
 3. \$86,703.07 for the Skeen-Whitlock Building alteration project.

The total funds obligated to date are calculated as follows:
Funds Obligated through last Modification: 1,543,091,037.16
Funds Obligated by this Modification: 198,044.99
Funds Obligated since Inception of Contract: \$1,543,289,082.15

Except as provided herein, all terms and conditions of the document referenced in Items 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) **Vicki Diane Snow, Contracting Officer**
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" BY: 16C. DATE SIGNED **9/28/10**
 BY _____ (Signature of person authorized to sign)

2. AMENDMENT/MODIFICATION NO. A197		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. 11EM000086/10EM003676/10EM003724		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090				7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220				9A. AMENDMENT OF SOLICITATION NO.			
CODE				9B. DATED (SEE ITEM 11)			
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444			
				10B. DATED (SEE ITEM 13) 12/14/2000			

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 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)

											Applicable PR
01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$18,170,000.00	11EM000086
01250	2011	33	490003	00000000	25200	1110956	0003804	0000000	0000000	\$2,959,000.00	11EM000086
01250	2011	33	490003	00000000	25400	1110097	0000443	0000000	0000000	\$1,558,000.00	11EM000086
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$658,625.00	11EM000086
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$37,865.00	11EM000086
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$43,521.00	11EM000086
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$6,913.00	11EM000086
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	\$58,132.00	11EM000086
01250	2010	33	490003	00000000	25400	1110954	0000442	0000000	0000000	-\$0.01	10EM003676
01250	2010	33	490003	00000000	25400	1110094	0000441	0000000	0000000	-\$6,500.00	10EM003676
01250	2010	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$6,500.00	10EM003676
01250	2010	33	490003	00000000	25400	1110094	0000442	0000000	0000000	-\$40,940.98	10EM003724
01250	2010	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$40,940.98	10EM003724
										\$23,492,055.99	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds in the amount of \$23,492,055.99 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification: \$1,543,293,195.13
Funds Obligated by this Modification: \$23,492,055.99
Funds Obligated since Inception of Contract: \$1,566,785,251.12

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 10/19/20
BY _____ (Signature of person authorized to sign)		BY _____	

2. AMENDMENT/MODIFICATION NO. A198	3. EFFECTIVE DATE August 4, 2010	4. REQUISITION/PURCHASE REQ. 11EM000118	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	10B. DATED (SEE ITEM 13) 12/14/2000

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 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) B 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)

										Applicable PR	
06049	2009	33	490003	00000000	25400	1721310	2002153	4900138	0000000	\$12,000,000.00	11EM000118
01250	2010	33	490003	00000000	25400	1110097	0000443	0000000	0000000	-(1,558,000.00)	11EM000086
01250	2010	33	490003	00000000	25400	1110957	0000443	0000000	0000000	\$1,558,000.00	11EM000086
										\$12,000,000.00	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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.)

See attached pages.

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	16B. Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"
	16C. DATE SIGNED 10/21/2010

a. The purposes of this modification are as follows:

- 1) Obligate funds in the amount of \$12,000,000.00 in the American Recovery and Reinvestment Act funds to the contract. The total funds obligated to date are calculated as follows:

ARRA Funds Obligated to date:	\$153,295,338.63
ARRA Funds Obligated by this Modification:	<u>12,000,000.00</u>
ARRA Funds Obligated since Inception of Contract:	\$165,295,338.63
Funds Obligated through last Modification:	\$1,566,785,251.12
Funds Obligated by this Modification:	<u>\$12,000,000.00</u>
Funds Obligated since Inception of Contract:	\$1,578,785,251.12

- 2) Administratively correct an accounting error in modification A197 as follows:

From:											<u>Applicable PR</u>	
01250	2010	33	490003	00000000	25400	1110097	0000443	0000000	0000000	0000000	-(\$1,558,000.00)	11EM000086
To:												
01250	2010	33	490003	00000000	25400	1110957	0000443	0000000	0000000	0000000	<u>\$1,558,000.00</u>	11EM000086

- 3) The Work Authorization for the American Recovery and Reinvestment (ARRA) is revised by incorporating the following requirement into the ARRA Work Authorization document. The Contractor shall update the Work Authorization in accordance with the terms of the contract:

TRUPACT-III

The TRUPACT-III is a DOE Carlsbad Field Office (CBFO) initiative aimed at addressing the transportation of CH TRU waste in oversized boxes that are not transportable in the TRUPACT-II or the HalfPACT without size-reduction efforts.

The TRUPACT-III package has been developed and certified by Washington TRU Solutions LLC (WTS) via a subcontract with Areva Federal Services (AFS). The U.S. Nuclear Regulatory Commission (NRC) issued Certificate of Compliance 71-9305 for the TRUPACT-III in June 2010. WTS shall contract with AFS to produce the necessary fleet of TRUPACT-IIIs. Packaging production work is to be performed under the AFS NRC-approved Title 10 *Code of Federal Regulations* Part 71, Subpart H, "Quality Assurance Program," with oversight by WTS Packaging Integration and WTS Quality Assurance (QA). Packaging-related ancillary equipment includes a Standard Large Box 2 (SLB2) loading pallet, a roller floor, vent/test port tools, and various lift fixtures. These items are to be designed by WTS Packaging Integration (or in the case of the roller floor, AFS). Needed fleet components are to be subsequently procured from an appropriate set of manufacturing subcontractors.

A mobile loading unit (MLU) is to be designed by WTS for use at the required shipping sites. The MLU system is to provide all required hardware and ancillary equipment to allow for the loading of the TP-III with the applicable payload container (SLB2). Shipping sites are required to provide the required crane for the applicable loading and unloading activities.

Milestones –

TP-III Fabrication Units

- 1st production unit delivery 07/31/11
- 2nd production unit delivery 11/30/11

TP-III Transport Trailers

- All production unit transport trailers delivered by 05/31/11
- Modification of Prototype trailer completed by 04/30/11

Mobile Loading Unit (MLU)

- Delivery of completed MLU system by 05/31/11

The trailer and tiedown system design developed by Reinke Manufacturing Company Inc. under previous sub-contract included first prototypes of each. Based on lessons learned from use of the first prototypes, modest design changes to trailers and tiedowns are required. Subsequently, fleet trailers and tiedowns are to be produced by Reinke under subcontract to WTS. Reinke shall be tasked with modifying/refurbishing the original prototypes to comply with the final design and serve as spares for the fleet.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE 1 OF 7 PAGES

2. AMENDMENT/MODIFICATION NO. A199 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. 11EM000232 5. PROJECT NO. (If applicable) 6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090 7. ADMINISTERED BY (If other than Item 6) CODE 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444 10B. DATED (SEE ITEM 13) 12/14/2000

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 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Table with columns for fiscal year, appropriation code, amount, and applicable PR.

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

a. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties 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 attached pages.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Farok Sharif, President and General Manager 15C. DATE SIGNED 11-2-10 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer 16C. DATE SIGNED 11/2/2010

a. The purposes of this modification are as follows:

- 1) Deobligate funds by decreasing funds by \$500,000.00 from the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,578,785,251.12
Funds Obligated by this Modification:	<u>-\$500,000.00</u>
Funds Obligated since Inception of Contract:	\$1,578,285,251.12

- 2) Administratively correct an accounting error in modification A198 as follows:

From:											<u>Applicable PR</u>
06049	2009	33	490003	00000000	25400	1721310	2002153	4900138	0000000	-\$12,000,000.00)	11EM000118
To:											
00917	2009	33	490003	00000000	25400	1721310	2002153	4900138	0000000	\$12,000,000.00	11EM000118

- b. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein with an decrease in funding totaling \$500,000 from fiscal year 2011 funding, the Contractor hereby releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to this modification, with no exceptions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A200	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 11EM000291	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444		
		10B. DATED (SEE ITEM 13) 12/14/2000		

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 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)

01751	2009	33	490003	00000000	25400	1111305	0003899	0000000	0000000	-\$223,453.83	<u>Applicable PR</u> 11EM000291
-------	------	----	--------	----------	-------	---------	---------	---------	---------	---------------	------------------------------------

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

a. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of the Parties

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 attached pages.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Farok Sharif, President & General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. BY	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 11-11-2010	16B. BY
			Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"
			16C. DATE SIGNED 11/15/2010

30-105

STANDARD FORM 30 (REV. 10-83) temp03.dot
Prescribed by GSA
FAR (48 CFR) 53.24

- a. The purposes of this modification deobligate funds by decreasing funds by \$223,453.83 from the contract. This also corrects an administrative error in Modification A196 where 198,044.99 were actually obligated, but the amount of \$202,157.97 was included in the contract log file. This modification makes a correction by reducing obligated funds by \$412.98. The funds obligated through the last modification are change to read, "\$1,578,281,138.14." The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,578,281,138.14
Funds Obligated by this Modification:	<u>-\$223,453.83</u>
Funds Obligated since Inception of Contract:	\$1,578,057,684.31

- b. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein with an decrease in funding totaling \$223,453.83 from fiscal year 2009 funding, the Contractor hereby releases the Government from any and all liability under this contract attributed to such facts or circumstances giving rise to this modification, with no exceptions.

2. AMENDMENT/MODIFICATION NO. A202		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 11EM000665	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2010	

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 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)

01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$2,500,000.00
01250	2011	33	490003	00000000	25400	1110957	0000443	0000000	0000000	\$500,000.00
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$245,433.00
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$14,110.00
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$16,218.00
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$2,576.00
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	\$21,663.00
00500	2009	33	490003	00000000	25400	2923703	0000000	0000000	0000000	\$370,125.00
										\$2,929,875.00

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

	a. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	b. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	c. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	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 funds by increasing funds by \$2,929,875.00 to the contract. ." The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,578,057,684.31
Funds Obligated by this Modification:	<u>\$2,929,875.00</u>
Funds Obligated since Inception of Contract:	\$1,580,987,559.31

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 12/20/2010
BY _____ (Signature of person authorized to sign)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. A203	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 11EM000789		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$3,450,000.00
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$122,717.00
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$7,055.00
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$8,109.00
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$1,288.00
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	\$10,831.00
										\$3,600,000.00

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY) Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds by increasing funds by \$3,600,000.00 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,580,987,559.31
Funds Obligated by this Modification:	\$3,600,000.00
Funds Obligated since Inception of Contract:	\$1,584,587,559.31

An administrative change is made to the authority to modify the contract under block 13 for prior unilateral modifications. The authority for modification changes for Modifications A136, A181, A182, A184, A188 and A202 are revised from the authority cited therein and revised to read under block 13, paragraph D. as Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds." The authority for modifications A193 and A194 are revised by deleting in its entirety the authority of Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds" and is revised to read under Block 13, paragraph A, "DEAR 970.5243-1, Changes (Dec 2000).

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 12/23/2010
BY _____ (Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO. **A205** 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. **11EM000896/11EM000956** 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$10,300,000.00	11EM000896
01250	2011	33	490003	00000000	25400	1110957	0000443	0000000	0000000	\$650,000.00	11EM000896
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$368,150.00	11EM000896
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$21,165.00	11EM000896
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$24,327.00	11EM000896
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$3,864.00	11EM000896
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	\$32,494.00	11EM000896
01250	2007	33	490003	00000000	25400	1110954	0000442	0000000	0000000	<u>\$86,345.00</u>	11EM000956
										\$11,486,345.00	

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
- 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:
- X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY **Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds by increasing funds by \$11,486,345.00 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification: \$1,584,587,559.31
Funds Obligated by this Modification: \$11,486,345.00
Funds Obligated since Inception of Contract: \$1,596,073,904.31

Except as provided herein, all terms and conditions of the document referenced in Items 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) **Arthur L. Welton, Contracting Officer**

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED **1/12/2011**

BY _____ (Signature of person authorized to sign) "Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"

2. AMENDMENT/MODIFICATION NO. A206		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. ITEM0001014	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$10,000,000.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1110956	0003804	0000000	0000000	\$1,900,000.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1110957	0000443	0000000	0000000	\$650,000.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$41,883.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$6,653.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	\$55,945.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$633,837.00	ITEM0001014
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$36,439.00	ITEM0001014
										\$13,324,757.00	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds by increasing funds by \$13,324,757.00 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,596,073,904.31
Funds Obligated by this Modification:	\$13,324,757.00
Funds Obligated since Inception of Contract:	\$1,609,398,661.31

Except as provided herein, all terms and conditions of the document referenced in Items 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)	
		Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	30-105		1/18/2011

2. AMENDMENT/MODIFICATION NO. A207	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 11EM0001362	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	10B. DATED (SEE ITEM 13) 12/14/2000

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 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)

01250	2011	33	490003	00000000	25400	2221756	0000000	0000000	0000000	\$10,827.00	11EM0001362
01250	2011	33	490003	00000000	25400	1110956	0003804	0000000	0000000	\$1,600,000.00	11EM0001362
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$210,465.00	11EM0001362
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$12,100.00	11EM0001362
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$13,907.00	11EM0001362
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$2,209.00	11EM0001362
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	\$18,576.00	11EM0001362
										\$1,868,084.00	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds by increasing funds by \$1,868,084.00 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,609,398,661.31
Funds Obligated by this Modification:	<u>\$1,868,084.00</u>
Funds Obligated since Inception of Contract:	\$1,611,266,745.31

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer
15B. CONTRACTOR/OFFEROR	16C. DATE SIGNED 2/17/2011
BY _____ (Signature of person authorized to sign)	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"

2. AMENDMENT/MODIFICATION NO. **A209** 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. **11EM0001739** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090** 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

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 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)

01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$16,200,000.00	11EM0001739
01250	2011	33	490003	00000000	25400	1110956	0003804	0000000	0000000	\$520,000.00	11EM0001739
01250	2011	33	490003	00000000	25400	1110957	0000443	0000000	0000000	\$650,000.00	11EM0001739
01250	2011	33	490003	00000000	25400	1111094	0000441	0000000	0000000	\$122,717.00	11EM0001739
01250	2011	33	490003	00000000	25400	1111095	0000441	0000000	0000000	\$7,055.00	11EM0001739
01250	2011	33	490003	00000000	25400	1111097	0000441	0000000	0000000	\$8,109.00	11EM0001739
01250	2011	33	490003	00000000	25400	1111098	0000441	0000000	0000000	\$1,288.00	11EM0001739
01250	2011	33	490003	00000000	25400	1111102	0000441	0000000	0000000	<u>\$10,831.00</u>	11EM0001739
										\$17,520,000.00	

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
 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:
 X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY **Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds by increasing funds by \$17,520,000.00 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,611,266,745.31
Funds Obligated by this Modification:	<u>\$17,520,000.00</u>
Funds Obligated since Inception of Contract:	\$1,628,786,745.31

Except as provided herein, all terms and conditions of the document referenced in Items 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)
Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED
 BY _____ (Signature of person authorized to sign) **Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"** **3/15/2011**

2. AMENDMENT/MODIFICATION NO. A212		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. 11EM0002204	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) 12/14/2000	

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 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)

01250	2011	33	490003	00000000	25400	1110954	0000442	0000000	0000000	\$1,717,017.00	11EM0002204
01250	2011	33	490003	00000000	25400	1110957	0000443	0000000	0000000	\$927,743.00	11EM0002204
00900	2011	33	490003	00000000	25400	2221756	0000000	0000000	0000000	\$2,560.00	11EM0002204
										\$2,647,320.00	

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):
	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:
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY Incremental funding - DEAR 970.5204-15 entitled, "Obligation 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 funds by increasing funds by \$2,647,320.00 to the contract. The total funds obligated to date are calculated as follows:

Funds Obligated through last Modification:	\$1,628,786,745.31
Funds Obligated by this Modification:	\$2,647,320.00
Funds Obligated since Inception of Contract:	\$1,631,434,065.31

Except as provided herein, all terms and conditions of the document referenced in Items 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) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 4/8/2011
BY _____ (Signature of person authorized to sign)			