

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to providing its best efforts so as to carry out in an efficient and effective manner all necessary and related services to manage and operate the Government-owned Waste Isolation Pilot Plant (WIPP), located near Carlsbad, New Mexico as described in Section C, Statement of Work, or as may be directed by the Contracting Officer within the scope of this Contract.

B.2 ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE (M006, M010, M035, M040)

- (a) Estimated Cost
- (1) The transition period (December 14, 2000 through January 31, 2001) will be performed at no cost to the Government. There will be no fee paid for the transition period.
 - (2) The Estimated Cost of the Fiscal Year (FY) 2001 period of performance is Exemption 4
- (b) Fee:
- (1) The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for each year of the contract during the period February 1, 2001 through March 31, 2003 is Exemption 4. The Estimated Fee Base for the contract period April 1, 2003 through September 30, 2003 is Exemption 4. The Estimated Fee Base for the contract period October 1, 2003 through September 30, 2004 is Exemption 4. The Estimated Fee Base for the contract period October 1, 2004 through September 30, 2005 is Exemption 4.
 - (2) The Maximum Available Fee for the term of the contract, beginning February 1, 2001 through March 31, 2003, is established at Exemption 4. This consists of a Maximum Available Fee for FY2001 of Exemption 4 for FY 2002 of Exemption 4 and for FY03 through March 31, 2003, of Exemption 4.

- (3) The maximum available fee for the contract period, beginning April 1, 2003, through September 30, 2005, is established at Exemption 4. The Maximum Available Fee for the five-year term of this contract (February 01, 2001, through September 30, 2005) is hereby established at Exemption 4, excluding the Option Periods. The Maximum Available Fee for the Option Periods will be calculated for FY 2006 through FY 2010, and mutually agreed on between parties prior to execution of the Option Periods.
- (4) The Maximum Available Fee for the contract period April 1, 2003 through September 30, 2003 is established at Exemption 4. The planned Maximum Available Fee for contract period October 1, 2003 through September 30, 2004 is estimated at Exemption 4. The planned Maximum Available Fee for the contract period October 1, 2004 through September 30, 2005 is estimated at Exemption 4.
- (5) For the purpose of determining adjustments to fee, the fee amount of Exemption 4 shall serve as the Maximum Available Fee for April 1, 2003 – September 30, 2005, unless the Estimated Fee Base for a given fiscal year deviates by more than plus or minus Exemption 4 from the Estimated Fee Base set forth in (b)(1) above.
- (6) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus Exemption 4 from the Estimated Fee Base (set forth in (b)(1) above), 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 (consistent with the FY 2001 fee computation methodology), multiplied by Exemption 4. The Maximum Available Fee for the five-year term or Option Periods will be adjusted as a result of any yearly adjustment. 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.
- (7) The Available Fee for FY 2001 – FY 2005 and Option Periods FY 2006 – FY 2010 will be negotiated annually (or any other period as may be mutually agreed to between the parties) between the Contractor and the Government. The Available Fee will be equal to or less than the Maximum Available Fee set forth in (b)(2), b(3), and b(4) above. The Available Fee shall be established considering the level of complexity, difficulty, cost effectiveness, and risk associated with specific objectives/incentives defined in the Performance

Evaluation and Measurement Plan (PEMP), including work that may involve multiple-site taskings/objectives. Higher or lower levels of complexity, difficulty, cost effectiveness and risk will correspondingly allow a higher or lower available fee. In the event the parties are unable to reach agreement on the Available Fee amount, the Government reserves the right to unilaterally establish the Available Fee amount. Available Fee will be that fee set forth in the PEMP and available for the Contractor to earn through successful performance.

- (8) Multiple-year Performance Based Incentives (PBIs) shall be utilized as defined in the PEMP. The Maximum Available Fee for the five-year term **Exemption 4** shall be available for Multiple-year and annual PBIs. The Maximum Available Fee for the five-year term 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.
- (9) Modification to a PBI is defined to include, but not be limited to: date extensions, quantity/quality changes, work scope replacement, any requirements changes, baseline changes, or cancellation in total or in part. Requirements should not be relaxed unless changes are clearly outside the control of the Contractor, or if such relaxation is determined to be in the interest of the government. Baseline Change control procedures shall be followed to change PBIs.

Changes to PBIs may be negotiated in the following circumstances:

- In the event of legal or regulatory action by a State or Federal agency, or any intervening party, that prevents the achievement of a performance measure;

An event or condition comes into force that prevents the Contractor from performing or achieving a specific performance measure, when such events or conditions are outside the control of the Contractor.

- (10) There will be no base fee under this Contract

B.3 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in the Contract Clause entitled "Nuclear Hazards Indemnity Agreement," the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the U.S. Department of Energy (DOE) may legally spend for such purposes.

B.4 OBLIGATION OF FUNDS (A039)

Pursuant to the Contract Clause entitled "Obligation of Funds," the total amount obligated by the Government with respect to this contract is ~~\$309,192,697~~.

Part I - The Schedule

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT
DESCRIPTION OF WORK AND SERVICES

STATEMENT OF WORK
(M010, M016, M035, M040)

C.1 CONTRACT FOCUS

The purpose of the WIPP is to protect human health and the environment by safe management, 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. The DOE Albuquerque Operations Office (DOE-AL) provides administrative support to the CBFO. Sandia National Laboratories (SNL) is the Scientific Advisor to the CBFO. 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, geomechanical 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 geotechnical 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-transuranic 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. Currently, TRU waste is planned for shipment to WIPP from 5 Large Quantity Sites (LQS) and 22 Small Quantity Sites (SQS). Three of the LQS (Hanford, SRS, and LANL) have been designated as potential hub 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). The four packagings identified for WIPP are the TRUPACT-II and HalfPACT for Contact-handled TRU waste, the 72-B cask and the CNS 10-160 B cask for Remote-handled-TRU waste. Currently, all TRU waste is shipped by truck, but may also be shipped by rail in the future. The legacy TRU waste disposal phase will last approximately ten (10) years, and will require an estimated twenty thousand (20,000) shipments to WIPP. Newly generated TRU waste will continue to be disposed of at WIPP for approximately twenty-five (25) years beyond completion of legacy TRU waste disposal. 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 forty (40) years.

- (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 of legacy defense TRU waste activities at the associated characterization hub sites and transportation of TRU waste throughout the complex. 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 legacy defense TRU waste activities. These objectives are:
 - (i) Safety and Environmental Management Excellence – Protection of the employees, the public and the environment; and
 - (ii) Operational Efficiencies –Pursue efficiencies in waste characterization, transportation and disposal.
- (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 will provide program management functions that include: legal services, audit services, business systems management, human resources, property management, information resources management, financial management, safeguards and security, public information and external communication activities, intergovernmental affairs, training, procurement, underground experimental support, and industrial relations. The Contractor will be responsible for operations, environment, safety, health and quality assurance within its own organization and its subcontractor organizations. The contractor will also be responsible for integration of designated DOE prime contracts (i.e., transportation and characterization) into the operation of WIPP and the National Transuranic Waste Program.

- (5) 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.
- (6) The Contractor will develop programs, capabilities and technologies consistent with the WIPP and National Transuranic Waste Program mission and to support emerging needs of Federal, non-Federal, educational institution 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 update of an integrated site-wide baseline and critical path analyses. These processes will be expanded to functional and crosscutting activities and will include activities at the hubs and generator sites.

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

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

(1) WIPP SYSTEMS AND PROGRAMS

The Contractor will maintain the existing Integrated Safety Management System (ISMS) which includes the International Standards Organization

(ISO) 14001 Program, the Voluntary Protection Program (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 Hazardous Waste Facility Permit 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.

(ii) Mining Operations

(A) The Contractor will maintain, operate and continually evaluate underground facilities and systems for cost effective and efficient operations. This includes establishing 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 ready 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 2001 through FY 2005.

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

The Contractor will be responsible for disposal of CH-TRU waste

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

The Contractor will be responsible for RH-TRU waste disposal, including facility modifications and operational readiness of WIPP RH-TRU facilities.

(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 characterization and waste certification activities for which the Contractor will be responsible for integration of waste 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 packaged for shipment to WIPP at generator sites, and the contractor is fully authorized as the DOE-designated prime contract integrator to conduct activities necessary to complete applicable characterization, shipping to a hub site or WIPP, and disposal at WIPP.

(1) WASTE CHARACTERIZATION

The Contractor will be responsible for integration of waste characterization, by designated DOE prime contractors assigned to WTS at three proposed characterization hub sites.

- (i) The Contractor will ensure that a certified waste characterization program is maintained at each hub site in accordance with the HWFP requirements.
- (ii) The Contractor will ensure characterization of waste from hub sites and associated generator sites is in accordance with HWFP requirements
- (iii) The Contractor will ensure transportation of waste from generator sites to hub sites in compliance with applicable laws and regulations.
- (iv) The Contractor will identify disposition paths for Low-level and Low-level mixed wastes currently managed as TRU waste.
- (v) The contractor will integrate and administer assigned DOE designated prime contract activities in accordance with designations given to them by DOE. The designated prime contracts will be

converted to subcontracts after completion of formal assignment documents.

(2) TRANSPORTATION PACKAGING

- (i)** The Contractor will maintain NRC-certified packagings (TRUPACT-II, HalfPACT, and 72-B cask) and records for packaging fabrication and maintenance.
- (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, SARPs, for new and existing packagings.
- (v)** The contractor will integrate and administer assigned DOE designated prime contract activities in accordance with designations given to them by DOE. The designated prime contracts will be converted to subcontracts after completion of formal assignment documentation.

(3) TRANSPORTATION MANAGEMENT

- (i)** The Contractor will be responsible for management and oversight, including integration of DOE-designated prime contractors, of the transportation of TRU waste from generator sites to WIPP and from generator sites to hub 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, HalfPACT, 72-B cask and other packagings for shipping TRU waste.

- (iv) The Contractor will utilize the TRANSCOM system to monitor empty shipments dispatched from the WIPP and inbound waste shipments. The Contractor will prepare the integrated shipping schedule, which includes packagings (TRUPACT-II, HalfPACT, 72-B cask and other packagings), trailers, driver 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.

(4) INTEGRATION AND ADMINISTRATION OF ASSIGNED DOE DESIGNATED PRIME CONTRACTS

The contractor will integrate and administer assigned DOE designated prime contract activities in accordance with designations given to them by DOE. The prime contracts will be converted to subcontracts after completion of formal assignment documentation.

(c) PERMIT MODIFICATIONS FOR OPERATIONAL EFFICIENCY

(1) HAZARDOUS WASTE FACILITY PERMIT

The Contractor and DOE, as co-permittees, will provide justification for and preparation of modifications to the Hazardous Waste Facility Permit 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 New Mexico Environment Department, including frequent communications, to ensure timely identification and resolution of technical and regulatory issues.

(2) COMPLIANCE CERTIFICATION

The Contractor will assist DOE with modifications to the 40 CFR Sections 191 and 194 Compliance Certification Application (CCA) in conjunction

with the five-year resubmission of the CCA to the EPA. The Contractor will focus these efforts to justify the removal of CCA requirements that increase the costs of characterizing, certifying, transporting or disposing of TRU waste, but provide minimal benefits to the health and safety of workers, the public or the environment.

(d) RESEARCH AND DEVELOPMENT 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 transuranic waste disposal, using the unique characteristics and facilities of WIPP.

(e) PARTNERING AGREEMENT

The Contractor and the Government will establish a Partnering Agreement for work related to the operation of the site. The agreement will establish a common vision with supporting goals and missions. It will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism and build a better understanding of one another's position. The agreement will also include a joint commitment to:

- (i) Maintain high safety performance.**
- (ii) Complete the project on schedule, within 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.**

C.6 ACRONYMS

| | |
|------------|--|
| CBFO | Carlsbad Field Office |
| CCA | Compliance Certification Application |
| CFR | Code of Federal Regulations |
| CH-TRU | Contact-handled Transuranic Waste |
| 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 |
| 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 |
| QA | Quality Assurance |
| RH-TRU | Remote-handled Transuranic Waste |
| SNL | Sandia National Laboratories |
| S/RID | Standards and Requirements Identification Document |
| TRU | Transuranic Waste |
| TRUPACT-II | Transuranic Waste Package Transporter Type II |
| VPP | Voluntary Protection Program |
| WIPP | Waste Isolation Pilot Plant |

**PERFORMANCE EVALUATION
AND MEASUREMENT PLAN
Washington TRU Solutions, LLC
Contract No. DE-AC04-01AL66444
FEBRUARY 1, 2001 Through SEPTEMBER 30, 2005**

SECTION J, ATTACHMENT D

I. INTRODUCTION

- A. This Performance Evaluation and Measurement Plan (PEMP) provides the standardization necessary to assure effective development, administration, and coordination of all phases of the fee determination process.
- B. The following matters, among others, are covered in the contract.
 - 1. The contractor is required to manage, operate, and maintain facilities of DOE known as the Waste Isolation Pilot Plant located near Carlsbad, NM, in accordance with the Statement of Work contained in the contract.
 - 2. The Maximum Allowable Fee is established in the contract for the five-year contract term at Exemption 4. This PEMP allocates the fee to Performance Based Incentives.
 - 3. The Carlsbad Field Office Manager will determine the amount of Performance Based Incentive (PBI) fee earned and authorize payments within 30 calendar days of receipt of validation that a PBI has been accomplished.
- D. Fee determinations are not subject to the Disputes Clause of the contract.

II. ORGANIZATIONAL STRUCTURE AND DUTIES

The following organizational structure is established for administering the fee provisions of the contract.

- A. Fee Determination Official – Head of Contracting Activity (HCA), EM-3, DOE/HQ.
- B. Roles and Responsibilities
 - 1. Carlsbad Field Office Manager

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL
 (M006, M012, M026, M040)

Pursuant to the Contract Clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

| TITLE | NAME |
|---|---------------------|
| Chief Executive Officer and Chairman of the Members Committee | Stephen Marchetti |
| Assistant General Manager, Operations | David P. Reber |
| Assistant General Manager, National TRU Waste Program | Harok Sharif |
| Manager, Environment, Safety, and Health | Candice Jierree |
| Manager, Quality Assurance | Michael W. Lipscomb |
| Chief Financial Officer | David G. Haug |
| Deputy Operations Manager/Chief Engineer | John J. Garcia |
| Manager, Human Resources | Berry L. Frye |
| Manager, Project Integration | William A. Keeley |
| Manager, NTP Operations | Vacant |

The Carlsbad Field Office Manager is the single point of organizational authority within CBFO for development and coordination of the PEMP, approval of minor changes to the PEMP or obtaining HCA approval of major changes, performance monitoring, performance validation, performance reporting, fee recommendations to the PAC and FDO, and payment of fees related to PBIs. Primary responsibilities are:

- a. In coordination with HCA's functional representatives and EM-3/HQ, develops PBIs and consolidates them into the PEMP.
 - b. Assures appropriate coordination of performance expectations and PBIs with HQ program and policy organizations.
 - c. Submits the PEMP to the HCA for review and approval.
 - d. After HCA approval, forwards the PEMP to the contractor.
 - e. Coordinates major changes with the HCA and provides minor changes to performance expectations and PBIs to the HCA.
2. Carlsbad Field Office Performance Evaluators

Performance evaluators are members of the Carlsbad Field Office responsible for the work to be measured by the PBIs. Primary responsibilities are:

- a. Develop PBIs related to assigned area
- b. Assist in negotiation of PBIs and fee allocations with contractor.
- c. Review contractor's request for change to PBIs and recommend approval or disapproval.
- d. Monitor, evaluate, and assess the contractor's performance against the PBIs in the PEMP.
- e. Validate contractor's performance as it relates to the PBIs.

III. INCENTIVE FEE DETERMINATION PROCESS

While PEMP incentives may be unilaterally developed by DOE, a teaming approach between the Carlsbad Field Office, and the contractor has significant benefits. When incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. Teaming enhances communication and partnering between and among the parties, which results in greater trust, openness, and cooperation for achieving DOE's goals and objectives.

The PEMP is composed of PBIs, which are assessed on an objective basis with all earnable fee at risk.

A. Development of Incentives

1. Performance-Based Incentives

- a. Performance Based Incentives are characterized by objectively measurable evaluation of contractor performance. Such incentives reflect specified criteria against which actual performance will be evaluated. The PBIs will be evaluated based on quantifiable measurements.
- b. Performance Based Incentives have specified fee allocated and payable upon completion of specified levels of work accomplished.
- c. Performance Based Incentives can be determined to be annual or Multi-year. Annual PBIs will be measured and evaluated at the end of the fiscal year. Multi-year incentives will be measured and evaluated upon completion of identified work.

1. Base, Stretch and Super Stretch Incentives

- a. Performance Based Incentives are categorized as Base, Stretch, or Super Stretch.
 - 1) Base Incentives – An incentive associated with specific work that is funded in the contract and the fee is allocated from the Available Fee Pool.
 - 2) Stretch Incentives – An incentive that motivates the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract. The level of the effort being measured by these incentives is not funded in the contract, but the fee is allocated from the available fee pool. In order to earn a Stretch incentive, the Contractor must perform the additional work necessary to achieve the Stretch Incentive within the funding limits established for the base Incentive. The authority to initiate activity or an accelerated work package is at the time the incentive is created and is not subject to review by the Change Control Board if no change to the established baseline is required to accomplish the stretch incentive. If change to the established baseline is required to accomplish the stretch incentive, the established CBFO change control process as outline in the CBFO change control procedure will be utilized.

- 3) **Super Stretch Incentives** – An incentive that motivates the Contractor to achieve significantly more work than that incentivized by “Stretch” incentives. In order to achieve a Super Stretch Incentive, the Contractor must find cost savings in other programmatic areas adequate to fund the effort and the related fee. DOE must approve the transfer of funding to the effort through the Change Control Board process and must specifically authorize initiation of the effort. Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

B. Approval of Incentives

The PBIs are reviewed by the Carlsbad Field Office Manager, the Carlsbad Field Office Contracting Officer and the Carlsbad Field Office program staff prior to submittal to the HCA for approval. Once approved by the HCA, the Carlsbad Field Office Manager or Carlsbad Field Office Contracting Officer provides the PEMP to the contractor.

C. Changes to Incentives

Changes to the PBIs will be limited and strictly controlled. Changes will be administered in accordance with the DOE Handbook for Incentive Fee Administration.

D. Monitoring Performance

1. **Monitoring Performance:** The Carlsbad Field Office will monitor contractor performance against the PBIs throughout the year. Performance will be discussed with the contractor periodically throughout the year.
2. **Validating Performance:** The Carlsbad Field Office objectively validates completion of incentive fee performance. Validation is accomplished before payment of earned fee can be made. Validation of performance is documented by the Carlsbad Field Office.

E. Fee Pool

This contract is based upon Part 970 of the Department of Energy Acquisition Regulations (DEAR) and the amount of fee available is subject to the Department’s Fee Schedule process.

If a PBI is cancelled or modified, any unearned fee will be allocated to another PBI. Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool but shall be forfeited.



SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI No. 1 Performance Period: 04/01/03 through 09/30/03
Performance Incentive Short Title: Accelerated Risk Reduction and SQS Completion
Revision Number and Date: Revision 0; 04/01/03

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: (see Section B.2 of Contract for additional details) Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Duration: Annual X Multi-year
Fee Payment type: Completion X Progress Provisional X (See Metric 3)

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model where earnings are at risk and the contractor is paid when specific results are achieved. The contractor will earn fee for risk reduction based on cubic meters dispositioned from the TRU waste inventory and for reducing the TRU waste footprint. Risk reduction fees will be earned in four ways:

1. For cubic meters from RFETS and INEEL disposed at WIPP
2. For cubic meters removed from TRU waste sites except RFETS and INEEL
3. For clean up of legacy TRU waste from Small Quantity Sites (SQS)
4. For disposal of at least one Remote Handled (RH) shipment at WIPP.

CBFO is committed to the accelerated clean up of small quantity sites. Fees for this portion of the rating plan are consistent with this commitment.

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. Schedules to meet accelerated risk reduction are contained in the latest revision of the EM-1 baseline shipping schedule and WTS' Legacy TRU Waste Risk Reduction Plan.

Metric 1: 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 RFETS and INEEL, as indicated in the WWIS database.

For each cubic meter disposed at WIPP from RFETS and INEEL under Metric 1, fees will be earned as follows:

- 1 to 2000 cubic meters: Exemption 4 per cubic meter
- >2,000 to 6,000 cubic meters: Exemption 4 per cubic meter
- >6,000 to 10,000 cubic meters: Exemption 4 per cubic meter
- >10,000 to 18,000 cubic meters: Exemption 4 per cubic meter
- >18,000 cubic meters: Exemption 4 per cubic meter

SECTION J, ATTACHMENT D

Note: The fee schedule above works sequentially and is cumulative over the life of the contract. For example, the contractor cannot earn fees at the **Exemption 4** rate per cubic meter until after the first 2,000 cubic meters have been completed at the **Exemption 4** rate per cubic meter.

Metric 2: The contractor's performance will be measured quarterly for its success in safe and compliant removal of cubic meters of waste from generator sites' inventory (excluding RFETS and INEEL) and shipping to a DOE designated hub site or WIPP.

*For each cubic meter removed from a generator site inventory and transported to a hub **Exemption 4** of fee will be earned.*

For each cubic meter removed from generator site inventory and transported to WIPP for disposal, fees will be earned as follows:

- *1 to 1,000 cubic meters: **Exemption 4** per cubic meter*
- *>1,000 to 3,000 cubic meters: **Exemption 4** per cubic meter*
- *>3,000 to 5,000 cubic meters: **Exemption 4** per cubic meter*
- *>5,000 to 9,000 cubic meters: **Exemption 4** per cubic meter*
- *>9,000 cubic meters: **Exemption 4** per cubic meter*

Note: Fee will be earned sequentially and is cumulative over the life of the contract. See example for Metric 1.

Metric 3: The contractor will clean up all legacy TRU waste from SQS sites.
*Clean up of each SQS with RH TRU waste will earn the contractor **Exemption 4** of fee.
Clean up of each SQS with greater than 200 cubic meters of CH TRU waste will earn the contractor **Exemption 4** of fee. Clean up of each SQS with less than 200 cubic meters of CH TRU waste will earn the contractor **Exemption 4** of fee.*

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** of fee.*

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 in any quarter for Metrics 1 and 2, below, will be earned only if the combined total cubic meters for both metrics disposed and removed in the applicable quarter exceeds the quarterly average since April 2000 updated every 6 months. The quarterly average will be calculated based on the total cubic meters of waste disposed from the WWIS database plus the

SECTION J, ATTACHMENT D

total cubic meters removed (as documented in the request for payment for Metric 2) since April 2000 divided by the number of quarters since April 2000. The quarterly average will be documented as part of the quarterly payment submittal.

Payment Metric 1: Each month, per the latest revision of the EM 1 baseline shipping schedule, TRU waste ready for shipment from RFETS and INEEL will be transported to WIPP for disposal. WTS will submit a request for payment at the end of the applicable quarter to CBFO that documents the total cubic meters of waste from RFETS and INEEL disposed in the WIPP underground repository. CBFO will verify the request submitted by the contractor from information in the WWIS database.

Payment Metric 2: WTS will submit a request for payment at the end of the applicable quarter to CBFO that documents the total cubic meters of TRU waste removed from generator site inventory and shipped to a hub or to WIPP excluding waste from RFETS or INEEL. CBFO will verify the request submitted by the contractor from information in the WWIS database, or by verification documentation from the generator sites.

Payment Metric 3: WTS will submit a request for payment to CBFO after clean up of a small quantity site is completed based on the quantities of waste contained in the waste inventory table below. CBFO will verify the request submitted by the contractor from information in the WWIS database, and/or verification documentation from the generator sites. At a minimum, the Mound plant must be cleaned up in accordance with its schedule in order to earn fee. Any fee associated with the clean up of sites listed under metric 3 is considered provisional until the clean up of the Mound plant occurs.

Legacy TRU Waste inventories for SOSs are as indicated below*:

| Small Quantity Site | CH Volume (m ³) | RH Volume (m ³) |
|--------------------------------------|-----------------------------|-----------------------------|
| Argonne National Lab – East | 107.8 | 5.7 |
| Argonne National Lab – West | 1.0 | 5.6 |
| Battelle Columbus Lab | 1.5 | 26.4 |
| Knolls Atomic Power Lab – NFS | 30.8 | 0.0 |
| Lawrence Berkeley National Lab | 0.6 | 0.0 |
| Lawrence Livermore National Lab | 148.6 | 0.0 |
| Missouri University Research Reactor | 1.4 | 0.0 |
| Mound Plant | 247.0 | 0.0 |
| Nevada Test Site | 343.2 | 0.0 |
| Sandia National Lab | 5.4 | 0.0 |
| USAMC | 2.5 | 0.0 |

*Additional sites and their volumes of TRU waste may be added by mutual agreement

Payment Metric 4: WTS will submit a request for payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

SECTION J, ATTACHMENT D

Page 4 of 5

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean-up or Clean up: A site is cleaned up when no defense legacy 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. Legacy waste does not include waste that some small and large sites continue to generate due to decontamination and decommissioning activities and future Departmental missions.

Cubic Meters: As used herein cubic meters refers to TRU waste container volume. TRU waste container volume means the volume in cubic meters of waste 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.

Hub Sites: Hanford, SRS, LANL or other sites/facilities designated by DOE.

Large Quantity Sites: Hanford Reservation, Idaho National Engineering and Environmental Laboratory (INEEL), Los Alamos National Laboratory (LANL), Rocky Flats Environmental Technology Site (RFETS), Savannah River Site (SRS), and Oak Ridge National Laboratory (ORNL).

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceed 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): These sites are listed in the National TRU Waste Management Plan.

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.

WWIS: WIPP Waste Information System

Refer to DOE M 435.1-1 for additional information.

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

- The contractor will receive government provided TRU waste packaged for shipment to WIPP at generator sites, and the contractor is fully authorized as the DOE-designated prime contract integrator to conduct activities necessary to complete applicable characterization, shipping to a hub site or WIPP, and disposal at WIPP.

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive

In order to earn incentive fee under this Performance Incentive, WTS shall meet the specific

SECTION J, ATTACHMENT D

completion criteria and expectations set forth herein.

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 that is acceptable to the Contracting Officer as determined during negotiations and included in this Rating Plan.

Metric 1 – (Completion Payment) Fee shall be payable per cubic meter disposed from RFETS and INEEL times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database.

Metric 2 – (Completion Payment) Fee shall be payable per cubic meter times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation evidencing cubic meters removed from generator site inventories and shipped to a hub site or to WIPP. This documentation will be based on the WWIS database or chain of custody paperwork from the generator site.

Metric 3 – (Completion Payment) Fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS, at the applicable fee for sites completed that quarter. Documentation to support completion will be based on volumes contained herein.

Metric 4 – (Completion Payment) Fee shall be payable upon submittal of appropriate documentation supporting the disposal of at least one shipment of RH waste. This documentation will be based on the WWIS database.

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 annually to determine applicability and approval for continuation.

SECTION J, ATTACHMENT D**SECTION I – GENERAL INFORMATION**

Performance Incentive Number: **CBFO-PBI No. 2** Performance Period: **04/01/03 through 09/30/03**
 Performance Incentive Short Title: **TRU Waste Treatment**
 Revision Number and Date: **Revision 0; 04/01/03**

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

| | | | |
|-------------------|--------------|------------|-----------------|
| Duration: | Annual X | Multi-year | Super Stretch X |
| Fee Payment type: | Completion X | Progress | Provisional |

SECTION IV - PERFORMANCE MEASURE**Description:**

A portion of the TRU waste in the DOE complex does not meet WIPP Waste Acceptance Criteria (WAC) because it contains one or more prohibited items (liquids, high concentrations of Volatile Organic Compounds, hydrogen gas, corrosive materials, reactive metals, PCBs, etc.) Eliminating these prohibited items is necessary to assure that the DOE's objective of removing all TRU waste from generator sites is achieved.

An approved process to remove or treat all of these prohibited items that will allow the waste to meet all of the WIPP WAC requirements is needed. The process should destroy organic constituents of the waste (RCRA waste codes D018 through D043, and F001 through F005) and Toxic Substances Control Act (TSCA) regulated organic constituents, such as PCBs. This Performance Based Incentive is intended to result in a proven, permitted process to remove or treat prohibited items from waste managed as TRU waste.

Metric 1: The performance measure is to provide and install a permitted treatment process at a hub site for treating hazardous materials likely to be found in TRU waste, and the successful completion of processing of 100 cubic meters of "orphan wastes."

Metric 2: The contractor's performance will be measured quarterly for its success in identifying cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists.

Metric 3: The performance measure is the safe and compliant treatment of waste using the approved, permitted process at a hub site. This metric excludes the 100 cubic meters of "orphan wastes" paid under metric one.

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

SECTION J, ATTACHMENT D

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 submit a request for payment of Exemption 4 in fee upon receipt of a permit for an approved, permitted process installed at a hub site, and the successful completion of processing of 100 cubic meters of "orphan wastes."

Payment Metric 2: WTS will submit a request for payment of Exemption 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. This payment will be reduced by any amounts already paid under the Accelerated Risk Reduction and SQS Completion PBI, Metrics 2 and 3 for the same wastes. CBFO will verify the request submitted by the contractor from documentation provided by the generator sites.

Payments Metric 3: WTS will submit a request for payment of Exemption 4 per cubic meter of waste treated using the approved, permitted process, after the first 100 cubic meters of "orphan waste" referenced in metric 1 has been completed. CBFO will verify the request submitted by the contractor using a mechanism acceptable to the Contracting Officer.

DEFINITIONS:

Hub Sites: Hanford, SRS, LANL or other sites/facilities designated by DOE

Orphan Wastes: Radiological wastes for which a disposition path is undefined

Waste Managed as TRU: Waste, regardless of its current classification that was managed as TRU waste at or after the effective date of Revision 0 of this PBI.

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.

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.)

- Space is available at the designated hub site to allow installation and demonstration.
- The contractor will receive government provided TRU waste packaged for shipment to WIPP at generator sites, and the contractor is fully authorized as the DOE-designated prime contract integrator to conduct activities necessary to complete applicable characterization, shipping to a hub site or WIPP, and disposal at WIPP.

SECTION J, ATTACHMENT D

- Treatment under Metric 3 must:
 - Be needed to legally store or dispose of the waste, or
 - Be needed to meet DOE administrative limits for disposal at WIPP, established to conserve disposal space, or
 - Be needed to make the waste meet disposal site waste acceptance criteria, or
 - Be performed to reduce the disposal volume of the waste to the extent that it is cost effective.

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive.

In order to earn incentive fee under this Performance Incentive, WTS shall meet the specific completion criteria and expectations set forth herein.

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.*

- Metric 1: Contractor will provide a copy of the permit or a letter from the regulator granting the permit, and documentation acceptable to the Contracting Officer demonstrating the successful completion of processing of 100 cubic meters of “orphan wastes.”
- Metric 2: Quarterly submittal of a letter report evidencing success in identifying the cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists.
- Metric 3: Quarterly submittal of a letter report evidencing success in treating cubic meters of waste.

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.)

This Super Stretch Incentive is an incentive to motivate the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract. The level of the effort being measured by this incentive and the associated fee is not funded in the contract. In order to earn the Super Stretch incentive, the Contractor must perform the additional work necessary to achieve the Incentive and identify savings sufficient for the related fee within the funding limits established for the base Incentive.

DOE must approve the transfer of funding to the effort through the Change Control Board process and must specifically authorize initiation of the effort. Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

PBIs will be reviewed annually to determine applicability and approval continuation.

M041
CANCELLED

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO A042 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO | 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-AC04-01AL66444 |
| | 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)

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(L) |
| <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): CLAUSE NO. 116, 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 Department of Energy hereby revises the Obligation of Funds as follows:

| | |
|---|--------------------------|
| Funds Obligated through Modification No. <u>A039*</u> | <u>\$ 309,192,694.60</u> |
| Funds Obligated by this Modification No. <u>A042</u> | <u>1,550,000.00</u> |
| Funds Obligated since Inception of Contract | <u>\$ 310,742,694.60</u> |

*M040 and M041 – Administrative Modifications

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) Rita J. Smotherman, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" |
| 15C. DATE SIGNED | 16C. DATE SIGNED 12/27/03 |

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT CONTRACT ID CODE PAGE 1 OF 1 PAGES

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO A043 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO | 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-AC04-01AL66444 |
| | 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;
 - (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:
IF 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 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) CLAUSE NO. 116, 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 Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|---|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A042</u> | <u>\$ 310,042,694.60</u> |
| Funds Obligated by this Modification No. | <u>A043</u> | <u>21,403,001.86</u> |
| Funds Obligated since Inception of Contract | | <u>\$ 332,445,696.46</u> |

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) Rita J. Smotherman Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | | 16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-06-15, "Safeguarding Personally Identifiable Information" | |
| 15C. DATE SIGNED | | 16C. DATE SIGNED 4/25/03 | |

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS
ATTACHMENT B

Small Business Subcontracting Plan

Contractor: Westinghouse TRU Solutions LLC

Address: 407 W. Greene Street
Carlsbad, NM 88220

Solicitation Number: DE-RP04-00AL66444

Item/Service: Various

Amount of Contract First Year: Estimated Cost – \$101,800,000

Total Amount of Contract: Estimated Cost – \$540,000,000

Period of Contract Performance: Basic – 10/1/00 through 9/30/05

Options (if any): 10/1/05 through 9/30/10

Type of Plan (Check One)

- Individual Plan (All elements developed specifically for this Contract and applicable for the full term of this Contract.)
- Master Plan (Goals developed for this Contract; all other elements standard; must be renewed every three years.) (See FAR 52.219-9(f)(1)-(3)).
- Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). (See FAR 19.704 and 52.219-9(g)).

Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal

I. Goals

I.A Percentage Goals

Attachment A to this plan provides the percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) that are applicable to the WIPP contract.

I.B Description of Products or Services to Be Acquired

I.B.1 Principal Products and/or Services to be Subcontracted

Attachment B provides a list of the principal products and/or services that TRU Solutions intends to subcontract under this Contract, and the types of businesses supplying them.

I.B.2 Method Used to Develop the Subcontracting Goals

Westinghouse TRU Solutions LLC (TRU Solutions) has developed an overall strategy for use of small businesses that is based upon our parent companies' collective experience in successfully using small business subcontracting as a means of optimizing project performance and cost savings while meeting federally mandated contract obligations. We have used our corporate experience at WIPP, Oak Ridge, Savannah River, Yucca Mountain, West Valley, Rocky Flats, and other DOE and federal government projects to validate our proposed goals.

Prior to developing these goals, TRU Solutions performed a critical assessment of the Westinghouse Waste Isolation Division (WID) subcontracting program currently in place on the WIPP project to identify areas for optimization and improvement. We concluded that the existing program is strong and have, therefore, based our goals on the goals established for FY 2000 subcontracting.

TRU Solutions will continue the incumbent's tradition of aggressive set-aside programs and implement new programs to meet our specified goals. We will implement the elements of DOE Acquisition Regulation (DEAR) Subpart 901.301-70, which grants government contractors the authority to deal with firms certified as participants in the Small Business Administration's (SBA) 8(a) program on a non-competitive basis. We will make additional efforts to expand the small business supplier base to include a wider geographic area to encompass all regions of the United States, when feasible.

We determined the areas for SB, SDB, 8(a), HSB, and WOSB subcontracting based upon our experience around the DOE complex. The areas proposed herein are similar to those that we subcontract on other projects. We consider these areas "buy" as they are a complement or an addition to the areas we perceive as our core competencies.

TRU Solutions applied its proposed make/buy process in determining the requirements for each area to be subcontracted and for identifying the capabilities required to perform these areas. We assessed numerous potential businesses to support these areas and selected the ones identified in Attachment B.

TRU Solutions will also use the following available corporate resources for subcontract assistance:

- **Westinghouse Government Services Company LLC (WGS) Purchasing** – This organization fulfills a specific corporate responsibility to seek out small disadvantaged business concerns and disseminate information to all WGS divisions. Activities include publishing information on sources and hosting an annual country-wide minority fair for small disadvantaged firms interested in doing business with WGS and its affiliates and subsidiaries.
- **Morrison Knudsen Corporation (MK) STRATUS** – This is a proprietary SB/SDB supplier information system, developed and maintained by MK, that includes past performance data (see Attachment C for more details).
- Historical data including products and services obtained by WID, the incumbent contractor.

We also leverage information from various standard directories and sources, including:

- SBA's Procurement Automated Source System
- Online access to SBA's PRO-Net
- Federal, state, and regional SBA references
- Department of Commerce and New Mexico Department of Commerce Census Data
- Minority Supplier Development Council and its data base (MBISYS)
- Local SBA listings
- National Directory of Minority-Owned Business Firms, published by Business Research Services
- National Association of Minority Contractors
- Dunn & Bradstreet Procurement Planning Directory for Small Business Products and Services
- National Minority Business Directory "Try Us"
- Minority Business Development Agency – Department of Commerce "Funded Organizations," published by Minority Business Development Agency Business Research Services, Inc.
- National Directory of Minority-Owned Business Development Agency
- "Minority and Women-Owned Business Information System," published by Source Publications, Inc.
- "Minority-Owned High Technology Business Directory," published by Business Research Services, Inc.
- National Indian Business Directory, published by the United Indian Development Association
- Membership Directory, published by the American Indian Council of Architects and Engineers
- National Center Procurement Directory, National Center for American Indian Enterprise Development
- Thomas Register of American Manufacturers, published by TR Data Publishing
- Suppliers Directory, published by SD Publishing

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TRU Solutions will actively participate in various local, regional, and national minority and small business trade fairs and conferences. In addition we will coordinate and cooperate with, and become members of small business and small disadvantaged business development organizations and associations on local, state, and national levels.

I.B.3 Indirect Costs

Indirect costs have not been included in the dollar and percentage subcontracting goals stated in Attachment A.

II. Program Administrator

The following individual has been designated TRU Solutions' representative to administer this Small Business Subcontracting Plan:

Name: Darold Haug
Title: Chief Financial Officer
Address: Westinghouse TRU Solutions LLC
407 W. Greene Street
Carlsbad, NM 88220
Telephone: 505-628-1277

Mr. Haug will have general overall responsibility for the TRU Solutions' subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders lists of SB, SDB, 8(a), HSB and WOSB concerns from as many sources as possible.
Ensuring that procurement packages are structured to permit participation of SB, SDB, 8(a), HSB and WOSB concerns to the maximum extent possible.
- Ensuring inclusion of SB, SDB, 8(a), HSB and WOSB concerns whose capabilities coincide with solicitations requiring their products or services
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, SDB, 8(a), HSB or WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, SDB, 8(a) HSB or WOSB concern that provided low bid.
- Ensuring establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

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- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating TRU Solutions' activities prior to and during conduct of Federal agency compliance reviews.

Other duties include:

- Seeking SB, SDB, 8(a), HSB, and WOSB business sources from all applicable agencies such as the SBA
- Seeking out other small businesses through the use of mass media tools such as Internet bulletin boards when the number of prospective sources is not adequate.
- Conducting or arranging training for procurement department personnel pursuant to the intent of the socioeconomic program.
- Maintaining records of SB, SDB, 8(a), HSB, and WOSB programs and document the plan performance against proposed goals.
- Submit SF-294, Subcontracting Report for Individual Contracts, and SF-295, Summary Subcontract Report, in accordance with the prime contract and instruction provided by the Contracting Officer.
- Verifying that subcontracts contain the flowdown clauses pertaining to SB concerns when required and maintaining the policies and procedures required by the prime contract.
- Advising and training project management personnel on the purposes of this plan and fostering adequate support.
- Maintaining a working relationship with local minority trade associations and other disadvantaged and woman-owned business organizations.
- Requiring lower-tier subcontractors to submit subcontracting plans and assist in the development of sub-tier small business subcontracting plans to meet overall program objectives.
- Cataloging information concerning products and services from SBs, SDBs, 8(a)s, HSBs, and WOSBs.
- Mentoring existing small business concerns currently under subcontract, enhancing their ability to provide timely, cost-effective, and quality services.
- Maintaining a close working relationship with DOE to ensure that TRU Solutions project objectives and activities are consistent with the DOE program.
- Making monthly reports to the TRU Solutions General Manager concerning progress made toward achievement of goals under this program.
- Making all supplier information available to other DOE contractors.

III. Equitable Opportunities and Outreach Efforts

TRU Solutions' outreach efforts will be conducted in good faith to ensure that qualified SB, SDB, 8(a), HSB, and WOSB concerns are identified and utilized. We will also continue the development of our resource network.

III.A Outreach Efforts

TRU Solutions will pursue the following outreach efforts to obtain sources:

- Contacting minority and small business trade associations;
- Contacting business development organizations;
- Attending small and minority business procurement conferences and trade fairs.
Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net);
- Utilizing newspapers and magazine ads to encourage new sources.
- Other participation in efforts or activities to expand the socioeconomic data base for this Contract.
- Utilizing book references, catalogs, source lists, or other reference material to identify SB/SDB/WOSB/WOSB sources before the acquisitions are placed by the buying activities.
- Instituting two innovative programs to attract and assist small business concerns and increase opportunities for such firms to participate on the WIPP project:
 - **Business Assistance Program** – TRU Solutions will offer counseling to small business representatives in areas such as enterprise development, business development, project management, contracting under the Federal Acquisition Regulations, obtaining insurance and bonding, and labor relations.
 - **Subcontractor Emergency Aid Development (SEAD) Program** – MK created this program and is using it on its construction management contract at the Oak Ridge Y-12 site. This program helps local subcontractors who successfully compete for contracts but cannot obtain the services of commercial lending or bonding agencies. TRU Solutions will establish a revolving fund for use by qualified small business concerns interested in pursuing work at the WIPP site.
- Providing resources to guide and train small emerging businesses to enhance their technical execution capabilities and achieve self-sufficiency (e.g., MK's Mentor Protégé Program).

III.B Internal Efforts

TRU Solutions will perform the following internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars, and training programs on requirements of this plan.
- Establishing, maintaining, and using SB, SDB, 8(a), HSB and WOSB source lists, guides, and other data for soliciting subcontracts; and

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- Monitoring activities to evaluate compliance with the subcontracting plan.
- Ensuring direct access to the SBA Procurement Automated Source System

IV. Subcontracting Plan Flowdown

TRU Solutions agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) will adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan."

V. Reports and Surveys

TRU Solutions agrees to cooperate in any studies and surveys as required by DOE or the SBA. We will submit reports (at least bi-annually) that show compliance with the subcontracting plan. We will also prepare and submit SF-294 and SF-295 (see Table 1) and will ensure that large business subcontractors submit the same forms in accordance with the instructions on the forms as provided in the agency regulations.

| Report | Reporting Period | Due Date |
|--------|--------------------------------|------------|
| SF-294 | October 1 through March 31 | April 30 |
| | April 1 through September 30 | October 30 |
| SF-295 | October 1 through September 30 | October 30 |

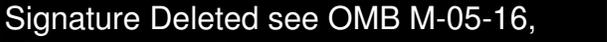
VI. Records and Procedures

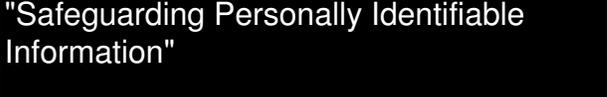
Westinghouse TRU Solutions LLC will maintain records and procedures to demonstrate compliance with the requirements and goals of the subcontracting plan. We will maintain at least the following information to document this compliance:

- Source lists (e.g., PRO-Net), guides, and other data identifying candidate vendors, SB, SDB, 8(a), HSB, and WOSB concerns
- Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources
- On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether small business, small disadvantaged business, 8(a), HUBZone or women-owned small business concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern
- Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs

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- Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor.
- On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor

This subcontracting plan  Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"

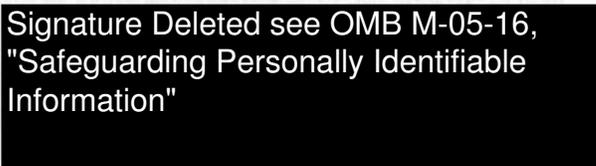
Signed:  "Safeguarding Personally Identifiable Information"

Typed Name: Darold Haug

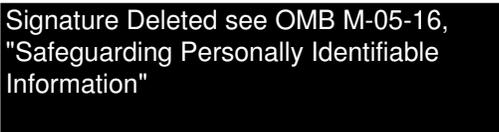
Title: Chief Financial Officer

Date: June 12, 2000

Phone No.: 505-628-1277

PLAN ACCEPTED BY:  Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"

Date: 10/13/00

PLAN CONCURRED ON BY:  Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"

Utilization Specialist

Date: 10/13/00

Attachment A Percentage Goals

| Category | RFP Goal Percent | TRU Solutions Goal Percent* | Anticipated Annual Dollars |
|---|------------------|-----------------------------|----------------------------|
| All Planned Subcontracting Total estimated dollar value of all planned subcontracting (to all types of business concerns) | | | \$41.0M |
| Large Business Concerns Total estimated dollar value and percent of planned subcontracting with large businesses (classified as "other than small") | N/A | 25% | \$10.0M |
| Small Business Concerns Total estimated dollar value and percent of planned subcontracting with small businesses (include SDB and WOB) | 58% | 75% | \$31.0M |
| Small Disadvantaged Business Concerns Total estimated dollar value and percent of planned subcontracting with SDBs (included in SB total) | 5% | 25% | \$10.0M |
| 8(a) Certified Small Business Concerns Total estimated dollar value and percent of planned subcontracting with 8(a) certified small businesses (included in SB total) | 5% | 5% | \$2.0M |
| HUBZone Small Business Concerns Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (included in SB total) | 1.5% | 4% | \$1.8M |
| Woman-Owned Small Business Concerns Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (included in SB total) | 6% | 8% | \$3.1M |

* Cited as Percent of Total Planned Subcontracting Dollars

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**Attachment B
 Products/Services to Be Subcontracted**

| Description of Product/Service | Planned Subcontractor | Business Size | Dollar Amount |
|--|-------------------------------|---------------|---------------|
| Records, document and procedure control, operations support (property management), warehouse/spare parts, configuration control, as-builts, drafting, CAS/CAMP | L&M Technologies | Small | \$7.20M |
| Information Management | NCI Information Systems, inc. | Small | \$4.50M |
| Security/Protective Services | Santa Fe Protection Services | Small | \$1.80M |
| Personnel Training Programs | Strategic Learning Services | Small | \$0.50M |
| NTP Support, Packaging, Transportation Analysis | IT Group | Large | \$1.50M |
| Nuclear materials transportation and cask fleet management | NAC International | Small | \$2.00M |
| Performance assessments, strategic planning, and systems analysis | Golder Associates, Inc. | Large | \$0.50M |
| Analytical laboratory services | S. Cohen & Associates | Small | \$0.25M |
| Office support | Various | Small | \$4.65M |
| Facility support | Various | Large | \$0.40M |
| Electrical construction, testing, and maintenance | Various | Small | \$0.60M |
| A/E, construction, environmental sample analysis services | Various | Small | \$1.80M |
| Engineering Support, Drafting | Various | Large | \$0.96M |
| Occupational Medical Services | Carlsbad Medical Center | Large | \$0.60M |
| Waste Disposal | Various | Large | \$0.95M |
| Packaging and transportation support | Various | Small | \$1.20M |
| Waste characterization | Various | Small | \$1.26M |

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Attachment C

Summary of MK-STRATUS Program

MK-STRATUS (Strategic Utilization System), instituted by MK in 1994, is the program designed to identify and nurture small and small disadvantaged businesses, and thereby meet the small business goals of our contracts. The following are some of the critical elements of the MK-STRATUS program:

Outreach - The following paragraphs highlight the seven-step process that allows MK to encourage the participation of SBs, SDBs, and WOSBs, and HBCU/MIs in the RAC program:

1. When a need for a subcontractor is identified, the Project Contracts Manager consults the STRATUS database to identify SB, SDB and WOSB firms in the project area or with a particular expertise. The STRATUS database currently contains 651 SB/SDB contractors and suppliers, 108 of which are within the NE District RAC footprint.
2. The STRATUS list is supplemented by electronic databases, such as the SBA's PRO-Net and regional lists from Minority Purchasing Councils and local Associated General Contractors offices.
3. When the project scope is defined, MK holds local STRATUS seminars.
4. MK staff develop work plans that can be bid by SB, SDB, and WOB, and HUBZone firms.
5. When the work is ready to bid, the Contracts Manager invites local bidders, identified through Steps 1 through 3, to a pre-bid meeting to walk prospective contractors through the bid packages and discuss contract and insurance issues.
6. Once bids are received, MK reviews them for best value, emphasizing local SB/SDB contractors to save money and support the local community.
7. Once a subcontractor is selected, MK works with them to help ensure success, as discussed in Section 3B(1)(3), including reviewing health and safety, quality and work plans.

Mentoring and Assistance to SB, SDB, 8(a), HSB and WOB – MK-STRATUS supports all SB contractors, both local and non-local. The support that MK provides varies from inclusion as a member of the MK-STRATUS subcontractor pool to participation as a protégé firm. MK is a participant in DOE's mentor-protégé program. In July 1999, MK and one of its protégé firms, Pangea Inc., received the "Mentor-Protégé of the Year" award from the DOE. The assistance provided under MK-STRATUS is tailored to the needs of the subcontractor or protégé.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT G

SECTION I. - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT H - MODEL PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC04-00AL66444 for the management and operation of the Waste Isolation Pilot Plant (Contract dated, _____, by and between the Government and _____ (Contractor), the undersigned, Morrison Knudsen Corporation (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 720 Park Blvd, Boise, ID hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT H - MODEL PERFORMANCE GUARANTEE AGREEMENT

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on May 3, 2000

NAME OF CORPORATION

GUARANTOR:

MORRISON KNUDSEN CORPORATION

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

Signature Deleted see OMB
M-05-16, "Safeguarding
Personally Identifiable
Information"
By _____
At _____
Executive Vice President and
Chief Financial Officer

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

Attest:
Signature Deleted see OMB
M-05-16, "Safeguarding
Personally Identifiable Information"
By _____

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE AC04-00AL66444 for the Management and Operation of the Waste Isolation Pilot Plant, Contract dated 1 October 2000, by and between the Government and Westinghouse Government Services LLC (Contractor), the undersigned, British Nuclear Fuels plc (Guarantor), a company incorporated under the laws of England with its Registered Office at Risley, Warrington, Cheshire WA3 6AS, England hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereinafter or howsoever arising or incurred under the contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defences which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganisation, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganisation, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favour in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgement against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that the

Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganisation, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganisation, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organisation, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorised by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party of by or under which it is bound..

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

IN WITNESS of which this Guarantee has been duly executed as a deed by British Nuclear Fuels plc, this day and year first above written

Executed as a Deed }
for British Nuclear }
Fuels plc by the }
signature of }

DIRECTOR

Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"

SECRETARY

Signature Deleted see OMB M-05-15, "Safeguarding Personally Identifiable Information"

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC04-00AL66444 for the management and operation of the Waste Isolation Pilot Plant by and between the Government and Westinghouse TRU Solutions LLC (Contractor), the undersigned, Roy F. Weston, Inc. (Guarantor), a corporation incorporated in the State of Pennsylvania with its principal place of business at 1400 Weston Way, West Chester, PA hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgement against Contractor before enforcing this

Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, presentation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on this 12 day of June, 2000.

Signature Deleted see OMB
M-05-16, "Safeguarding
Personally Identifiable
Information"

Manager, Federal Programs

Signature Deleted see OMB
M-05-16, "Safeguarding
Personally Identifiable
Information"



AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE 1 OF 1 PAGES

| | | | |
|---|--|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. M044 | 3. EFFECTIVE DATE Same as Block 16C | 4. REQUISITION/PURCHASE REQ. NO. N/A - NOPR | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Department of Energy Carlsbad Field Office Contracts and Administrative Team P.O. Box 3090 Carlsbad, NM 88221-3090 | | 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 88221 | 9A. AMENDMENT OF SOLICITATION NO |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-01AL66444 See Item 14 |
| | 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)
N/A - 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 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): |

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

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

The purpose of this modification is to revise contract number to reflect an administrative change in the Carlsbad Field Office's Head of Contracting Activity.

Accordingly: the contract number listed in SF-30, Block 10A, is revised as follows:
Delete: "DE-AC04-01AL66444" and Insert: "DE-AC29-01AL66444"

All future correspondence, deliverables, modifications, invoices and other contract documentation submitted to the Government shall include the revised contract number.

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) Rita J. Smotherman Contracting Officer |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" |
| 15C. DATE SIGNED | 16C. DATE SIGNED 16/2003 |

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT CONTRACT CODE PAGE 1 OF 1 PAGES

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. A046 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 29-2003-AL66444.515 | 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) 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)

| | | | | | | | | | |
|---------|--------|----|-----------|-------------|-----|----------|--------------|----|----------|
| 89X0242 | SR3291 | TE | EW02BB010 | \$1,984,435 | 254 | ADSCBFO1 | WIPP-03-0094 | CA | 07305345 |
| 89X0242 | SR3291 | TE | EW02BB02A | \$20,150 | 254 | ADSCBFO2 | WIPP-03-0094 | CA | 07305347 |
| 89X0242 | SR3291 | TE | EW02BB030 | \$47,635 | 254 | ADSCBFO3 | WIPP-03-0094 | CA | 07305348 |
| 89X0242 | SR3291 | TE | EW02BB040 | \$109,780 | 254 | ADSCBFO4 | WIPP-03-0094 | CA | 07305349 |

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 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): CLAUSE NO. 1116, 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 Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|---|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A045</u> | <u>\$ 349,522,648.70</u> |
| Funds Obligated by this Modification No. | <u>A046</u> | <u>2,162,000.00</u> |
| Funds Obligated since Inception of Contract | | <u>\$ 351,684,648.70</u> |

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) Rita J. Smotherman Contracting Officer |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" |
| 15C. DATE SIGNED | 16C. DATE SIGNED 8/27/03 |

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. A047 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 29-2003-AL66444.516 | 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) 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)
See Block 14 below

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 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): CLAUSE NO. I 116, 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 Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|--|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A046</u> | \$ 351,684,648.70 |
| Funds Obligated by this Modification No. | <u>A047</u> | 3,567,361.88 |
| Funds Obligated since Inception of Contract | | \$ 355,252,010.58 |

ACCOUNTING AND APPROPRIATION DATA FOR THIS FUNDING ACTION:

| | | | | | | | | | |
|---------|--------|----|-----------|--------------|------|-------------|--------------|----|----------|
| 89X0242 | SR3291 | TE | EW02BB010 | \$492,362.69 | 25.2 | ADSCBFO1 | WIPP-03-0102 | CA | 07367611 |
| 89X0242 | SR3291 | TE | EW02BB02A | \$1,031,000 | 25.2 | ADSCBFO2 | WIPP-03-0102 | CA | 07367616 |
| 89X0242 | SR3291 | TE | EW02BB030 | \$6,000 | 25.2 | ADSCBFO3 | WIPP-03-0102 | CA | 07367618 |
| 89X0242 | SR3291 | TE | EW02BB040 | \$1,297,000 | 25.2 | ADSCBFO4 | WIPP-03-0102 | CA | 07367619 |
| 89X0242 | SR3291 | TE | EW02L1360 | \$75,000 | 25.2 | ADSSRHL05 | WIPP-03-0102 | CA | 07367623 |
| 89X0242 | SR3291 | TE | EW40AS010 | \$438,000 | 25.2 | ADSCB032301 | WIPP-03-0102 | CA | 07367630 |
| 89X0251 | SR3191 | TP | EW05H2010 | \$60,000 | 25.2 | ADSOHCL02D | WIPP-03-0102 | CA | 07367640 |
| 89X0242 | SR3291 | TE | 39EW02BB0 | \$(0.81) | 25.2 | ADSCBFO1 | WIPP-03-0102 | CA | 07367669 |
| 89X0242 | SR3291 | EG | FS3001000 | \$168,000 | 25.2 | ADSCBSSD | WIPP-03-0102 | CA | 07367648 |

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) Stanley T. Colt Contracting Officer |
|---|--|

| | | | |
|---|------------------|--|--------------------------------------|
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY _____ (Signature of Contracting Officer) | 16C. DATE SIGNED 9/26/2003 |
|---|------------------|--|--------------------------------------|

| | | | |
|--|---|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. A048 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO 29-2004-AL66444.501 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration Service Center Property and M&O Contract Support Department P.O. Box 5400 Albuquerque, NM 87185-5400 | | 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)

| | | | | | |
|--|------|-----------|--------------|----|---------------|
| 89X0251.91 SR4191 TP EY3509801 \$6,764,141 | 25.2 | ADSCB0080 | WIPP-04-0007 | CA | XID #07403328 |
| 89X0251.91 SR4191 TP FS3001000 \$ 300,000 | 25.2 | ADSCBSSD | WIPP-04-0007 | CA | XID #07403385 |

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 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): CLAUSE NO. 116, 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 JCF section headings, including solicitation/contract subject matter where feasible.)

The Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|---|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A047</u> | <u>\$ 355,252,010.58</u> |
| Funds Obligated by this Modification No. | <u>A048</u> | <u>7,064,141.00</u> |
| Funds Obligated since Inception of Contract | <u></u> | <u>\$ 362,316,151.58</u> |

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) Rita J. Smotherman, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 16B. SIGNATURE Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" |
| 15C. DATE SIGNED | 16C. DATE SIGNED 10/9/03 |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ODE PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO **A049** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.502 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)
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)
89X0251.91 SR4191 TP EY3509801 \$2,000,000 25.2 ADSCB0080 WIPP-04-0016 CA XID #07415561

**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).

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

D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

X **CLAUSE NO. I 116, 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 Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|--|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A048</u> | <u>\$ 362,316,151.58</u> |
| Funds Obligated by this Modification No. | <u>A049</u> | <u>2,000,000.00</u> |
| Funds Obligated since Inception of Contract | | <u>\$ 364,316,151.58</u> |

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)
**Rita J. Smotherman
Contracting Officer**

15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)
15C. DATE SIGNED _____
16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Signature Deleted see OMB M-05-16,
"Safeguarding Personally Identifiable
Information"**
16C. DATE SIGNED **10/16/03**

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

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. A050 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.503 | 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) 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)

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 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): CLAUSE NO. 1116, OBLIGATION OF FUNDS |
| <input type="checkbox"/> | E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)

| | | | | | | | | | |
|------------|--------|----|-----------|-------------|------|-----------|--------------|----|---------------|
| 89X0251.91 | SR4191 | TP | EY3509801 | \$8,036,000 | 25.2 | ADSCB0080 | WIPP-04-0022 | CA | XID #07556310 |
| 89X0251.91 | SR4191 | TP | EY3509900 | \$1,400,000 | 25.2 | ADSCB0090 | WIPP-04-0022 | CA | XID #07556311 |
| 89X0251.91 | SR4191 | TP | FS3001000 | \$ 600,000 | 25.2 | ADSCB0020 | WIPP-04-0022 | CA | XID #07556382 |
| 89X0240.93 | SR4093 | 3T | 400403209 | (\$3,400) | 25.2 | | WIPP-04-0022 | CA | |

The Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|--|-------------|--------------------------|
| Funds Obligated through Modification No. | A049 | \$ 364,316,151.58 |
| Funds Obligated by this Modification No. | A050 | 10,032,600.00 |
| Funds Obligated since Inception of Contract | | \$ 374,348,751.58 |

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) Stanley T. Colt Contracting Officer |
| 15B. CONTRACTOR/OFFEROR | 16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" |
| 15C. DATE SIGNED | 16C. DATE SIGNED 11/24/2000 |
| BY _____ (Signature of person authorized to sign) | BY _____ |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NUMBER CODE

PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO.
A051

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.504

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)

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)

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(u)

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

D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

X **CLAUSE NO. 1116, 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.)

89X0251.91 SR4191 TP EY3509801 \$18,400,000 25.2 ADSCB0080 WIPP-04-0031 CA XID #07595501
89X0251.91 SR4191 TP EY3509900 \$ 1,600,000 25.2 ADSCB0090 WIPP-04-0031 CA XID #07595502
89X0251.91 SR4191 TP FS3001000 \$ 600,000 25.2 ADSCB0020 WIPP-04-0031 CA XID #07595503

The Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|--|-----------------------------------|--------------------------|
| Funds Obligated through Modification No. | <u> A050 </u> | \$ 374,348,751.58 |
| Funds Obligated by this Modification No. | <u> A051 </u> | 20,600,000.00 |
| Funds Obligated since Inception of Contract | <u> </u> | \$ 394,948,751.58 |

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)

**Stanley T. Colt
Contracting Officer**

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16E. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"

16C. DATE SIGNED

BY _____
(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

12/14/2003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 1
PAGES

2. AMENDMENT/MODIFICATION NO.
A052

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE
REQ. NO. 29-2004-AL66444.505

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)

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)

**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)

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

D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

X **CLAUSE NO. 1116, 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.)

89X0251.91 SR4191 TP EY3509801 \$29,000,000 25.2 ADSCB0080 WIPP-04-0044 CA XID #07775426
89X0251.91 SR4191 TP EY3509900 \$ 1,900,000 25.2 ADSCB0090 WIPP-04-0044 CA XID #07775436
89X0251.91 SR4191 TP FS3001000 \$ 1,000,000 25.2 ADSCB0020 WIPP-04-0044 CA XID #07775439

The Department of Energy hereby revises the Obligation of Funds as follows:

| | |
|--|--------------------------|
| Funds Obligated through Modification No. <u>A051</u> | \$ 394,948,751.58 |
| Funds Obligated by this Modification No. <u>A052</u> | 31,900,000 |
| Funds Obligated since Inception of Contract | \$ 426,848,751.58 |

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)
Stanley T. Colt
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

Signature Deleted see OMB M-05-16,
"Safeguarding Personally Identifiable Information"
(Signature of Contracting Officer)

16C. DATE SIGNED

1/28/2004

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. A053 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.506 | 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) 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)

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 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): CLAUSE NO. I 116, OBLIGATION OF FUNDS |
| <input type="checkbox"/> E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 revise the accounting and appropriation data as follows:

89X0251.91 SR4191 TP EY3509801 \$490,281 25.2 ADSCB0080 WIPP-04-0056 CA XID #07862428
 89X0251.91 SR4191 TP FS3001000 (\$490,281) 25.2 ADSCB0020 WIPP-04-0056

The Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|---|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A052</u> | \$ 426,848,751.58 |
| Funds Obligated by this Modification No. | <u>A053</u> | 0 |
| Funds Obligated since Inception of Contract | | \$ 426,848,751.58 |

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) Stanley T. Colt Contracting Officer |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY _____ (Signature of Contracting Officer) | 16C. DATE SIGNED 2/26/2004 |

| | | | |
|--|---|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. A054 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.507 | 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) 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)

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(h). |
| <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): CLAUSE NO. 1116, OBLIGATION OF FUNDS |
| <input type="checkbox"/> | E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. |

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

The purpose of this modification is to obligate funding for contract performance through June 30, 2004.

| | | | | | | | | | |
|------------|--------|----|-----------|--------------|------|-----------|--------------|----|---------------|
| 89X0251.91 | SR4191 | TP | EY3509801 | \$28,200,000 | 25.2 | ADSCB0080 | WIPP-04-0069 | CA | XID #07975200 |
| 89X0251.91 | SR4191 | TP | EY3509900 | \$1,400,000 | 25.2 | ADSCB0090 | WIPP-04-0069 | CA | XID #07979592 |
| 89X0251.91 | SR4191 | TP | FS3001000 | \$715,431 | 25.2 | ADSCB0020 | WIPP-04-0069 | CA | XID #07979896 |

The Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|--|--------------------|--------------------------|
| Funds Obligated through Modification No. | <u>A053</u> | \$ 426,848,751.58 |
| Funds Obligated by this Modification No. | <u>A054</u> | 30,315,431.00 |
| Funds Obligated since Inception of Contract | | \$ 457,164,182.58 |

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) Stanley T. Colt Contracting Officer |
| 15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" BY _____ (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED 4/22/2004 |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTP CODE PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. **A055** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **29-2004-AL66444.508** 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) **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) **See Block 14 below**

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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
- D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
X CLAUSE NO. I 116, 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 Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|--|-------------|--------------------------|
| Funds Obligated through Modification No. | A054 | \$ 457,164,182.58 |
| Funds Obligated by this Modification No. | A055 | 2,089,517.00 |
| Funds Obligated since Inception of Contract | | \$ 459,253,699.58 |

ACCOUNTING AND APPROPRIATION DATA FOR THIS FUNDING ACTION:

| | | | | | | |
|--------------------------------|-------------|------|-----------|--------------|----|-----------------------|
| 89X0251.91 SR4191 TP EY3509801 | \$1,907,942 | 25.2 | ADSCB0080 | WIPP-04-0085 | CA | 08044530 |
| 89X0243.91 SR4391 TF LM0805000 | \$175,000 | 25.2 | - | WIPP-04-0085 | CA | 08044531 |
| 89X0251.91 SR4191 TP 820101000 | \$6,575 | 25.2 | - | WIPP-04-0085 | CA | IWO#: M0SR900020 RL90 |

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)
**Stanley T. Colt
Contracting Officer**
Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"
15B. CONTRACTOR/OFFEROR BY (Signature of person authorized to sign) 15C. DATE SIGNED 16B. DATE SIGNED **May 21, 2004**

2. AMENDMENT/MODIFICATION NO. **A056** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **29-2004-AL66444.509** 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)
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)

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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):
CLAUSE NO. 1116, 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 funding for contract performance through June 30, 2004.

| | | | | | | | | | |
|------------|--------|----|-----------|-------------|------|-----------|--------------|----|---------------|
| 89X0251.91 | SR4191 | TP | EY3509801 | \$2,420,000 | 25 2 | ADSCB0080 | WIPP-04-0092 | CA | XID #08100710 |
| 89X0243.91 | SR4391 | TF | LM0805000 | \$ 30,000 | 25 2 | | WIPP-04-0092 | CA | XID #08100711 |
| 89X0249.91 | SR4991 | TQ | EY0909100 | \$ 497,000 | 25 2 | ADSCB0100 | WIPP-04-0092 | CA | XID #08100712 |

The Department of Energy hereby revises the Obligation of Funds as follows:

| | | |
|---|-------------|--------------------------|
| Funds Obligated through Modification No. | <u>A055</u> | <u>\$ 459,253,699.58</u> |
| Funds Obligated by this Modification No. | <u>A056</u> | <u>2,947,000.00</u> |
| Funds Obligated since Inception of Contract | | <u>\$ 462,200,699.58</u> |

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)
**Stanley T. Colt
Contracting Officer**

15B. CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Stanley T. Colt
Contracting Officer**

16B. SIGNATURE OF CONTRACTING OFFICER
Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"
(Signature of Contracting Officer)

16C. DATE SIGNED
6/22/2004

| | | | |
|--|---|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. M058 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. N/A - NOPR | 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) 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)
N/A - 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).
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Public Law 95-91 and Other Applicable Law
- D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The Department of Energy hereby updates the schedule, revises the Statement of Work to include performance related to the record center, updates the key personnel listing to contractually recognize the replacement of the Assistant General Manager, National TRU Waste Program, and revises the performance period and available budgeted fee in the performance based incentives.

Accordingly: (See Page 2 of 2 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) Stanley T. Colt Contracting Officer |
|---|--|

| | | | |
|---|------------------------------------|--|------------------------------------|
| 15B. CO BY Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" | 15C. DATE SIGNED 7/29/04 | 16B. UNITED STATES OF AMERICA BY Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" <i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED 7/29/04 |
|---|------------------------------------|--|------------------------------------|

The following contract sections are hereby modified as set forth below:

1. SECTIONS B, SUPPLIES OR SERVICES AND PRICES/COST, is hereby revised in its entirety and replaced with the attached Section B, identified as Attachment-1 to Modification No. M058. The attachment: updates the total contract obligations through Modification No. A059.
2. SECTION C, DESCRIPTION /SPECIFICATIONS/WORK STATEMENT DESCRIPTION OF WORK AND SERVICES, STATEMENT OF WORK is hereby revised in its entirety and replaced with the attached Section C, identified as Attachment-2 to Modification No. M058. The attachment reflects the definitization of a change order adding record archival activities to the Statement of Work.
3. PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, SECTION J, ATTACHMENT F, KEY PERSONNEL is hereby revised in its entirety and replaced with the attached Section J, Attachment F, identified as Attachment-3 to Modification No. M058. The attachment reflects the Contractor filling the key position Assistant General Manager, National TRU Waste Program.
4. PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, SECTION J, ATTACHMENT H, LIST OF DIRECTIVES is hereby revised in its entirety and replaced with the attached Section J, Attachment H, identified as Attachment-4 to Modification No. M058. The attachment reflects new and revised directives issued since the list was last updated.
5. The Performance Evaluation and Measurement Plan (PEMP) established for the period April 1, 2001 through September 30, 2005 and added to the contract through Modification No.M040, Attachment D, is hereby updated by replacing its CBFO-PBI No. 1 and CBFO-PBI No. 2 in their entirety with Attachment 5 and Attachment-6, respectively, to Modification No. M058. The revised PBIs extend the period of performance of the PBIs, recognizes FY2004 Available Fee under CBFO-PBI No. 1, and definitizes an agreement to provisionally pay fee for waste disposed and removed on a monthly basis under CBFO-PBI No. 1.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to providing its best efforts so as to carry out in an efficient and effective manner all necessary and related services to manage and operate the Government-owned Waste Isolation Pilot Plant (WIPP), located near Carlsbad, New Mexico as described in Section C, Statement of Work, or as may be directed by the Contracting Officer within the scope of this Contract.

B.2 ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE (M006, M010, M035, M040)

- (a) Estimated Cost
- (1) The transition period (December 14, 2000 through January 31, 2001) will be performed at no cost to the Government. There will be no fee paid for the transition period.
 - (2) The Estimated Cost of the Fiscal Year (FY) 2001 period of performance is Exemption 4
- (b) Fee:
- (1) The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for each year of the contract during the period February 1, 2001 through March 31, 2003 is Exemption 4. The Estimated Fee Base for the contract period April 1, 2003 through September 30, 2003 is Exemption 4. The Estimated Fee Base for the contract period October 1, 2003 through September 30, 2004 is Exemption 4. The Estimated Fee Base for the contract period October 1, 2004 through September 30, 2005 is Exemption 4.
 - (2) The Maximum Available Fee for the term of the contract, beginning February 1, 2001 through March 31, 2003, is established at Exemption 4. This consists of a Maximum Available Fee for FY2001 of Exemption 4 for FY 2002 of Exemption 4 and for FY03 through March 31, 2003, of Exemption 4.
 - (3) The maximum available fee for the contract period, beginning April 1, 2003, through September 30, 2005, is established at Exemption 4. The Maximum Available Fee for the five-year term of this contract

(February 01, 2001, through September 30, 2005) is hereby established at **Exemption 4** excluding the Option Periods. The Maximum Available Fee for the Option Periods will be calculated for FY 2006 through FY 2010, and mutually agreed on between parties prior to execution of the Option Periods.

- (4) The Maximum Available Fee for the contract period April 1, 2003 through September 30, 2003 is established at **Exemption 4**. The planned Maximum Available Fee for contract period October 1, 2003 through September 30, 2004 is established at **Exemption 4**. The planned Maximum Available Fee for the contract period October 1, 2004 through September 30, 2005 is estimated at **Exemption 4**.
- (5) For the purpose of determining adjustments to fee, the fee amount of **Exemption 4** shall serve as the Maximum Available Fee for April 1, 2003 – September 30, 2005, unless the Estimated Fee Base for a given fiscal year deviates by more than plus or minus 15% from the Estimated Fee Base set forth in (b)(1) above.
- (6) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus 15% from the Estimated Fee Base (set forth in (b)(1) above), 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 (consistent with the FY 2001 fee computation methodology), multiplied by **Exemption 4**. The Maximum Available Fee for the five-year term or Option Periods will be adjusted as a result of any yearly adjustment. 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.
- (7) The Available Fee for FY 2001 - FY 2005 and Option Periods FY 2006 – FY 2010 will be negotiated annually (or any other period as may be mutually agreed to between the parties) between the Contractor and the Government. The Available Fee will be equal to or less than the Maximum Available Fee set forth in (b)(2), b(3), and b(4) above. The Available Fee shall be established considering the level of complexity, difficulty, cost effectiveness, and risk associated with specific objectives/incentives defined in the Performance Evaluation and Measurement Plan (PEMP), including work that may involve multiple-site taskings/objectives. Higher or lower levels of complexity, difficulty, cost effectiveness and risk will correspondingly allow a higher or lower

available fee. In the event the parties are unable to reach agreement on the Available Fee amount, the Government reserves the right to unilaterally establish the Available Fee amount. Available Fee will be that fee set forth in the PEMP and available for the Contractor to earn through successful performance.

- (8) The Maximum Available Fee for the five-year term **Exemption 4** shall be available for Multiple-year and annual PBIs. The Maximum Available Fee for the five-year term 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
- (9) Modification to a PBI is defined to include, but not be limited to: date extensions, quantity/quality changes, work scope replacement, any requirements changes, baseline changes, or cancellation in total or in part. Requirements should not be relaxed unless changes are clearly outside the control of the Contractor, or if such relaxation is determined to be in the interest of the government. Baseline Change control procedures shall be followed to change PBIs.

Changes to PBIs may be negotiated in the following circumstances:

- In the event of legal or regulatory action by a State or Federal agency, or any intervening party, that prevents the achievement of a performance measure;
- An event or condition comes into force that prevents the Contractor from performing or achieving a specific performance measure, when such events or conditions are outside the control of the Contractor.

- (10) There will be no base fee under this Contract.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in the Contract Clause entitled "Nuclear Hazards Indemnity Agreement," the duties and obligations of the

Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the U.S. Department of Energy (DOE) may legally spend for such purposes.

B.4 OBLIGATION OF FUNDS (A059)

Pursuant to the Contract Clause entitled "Obligation of Funds," the total amount obligated by the Government with respect to this contract is \$487,352,613.26.

Part I - The Schedule

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT
DESCRIPTION OF WORK AND SERVICES

STATEMENT OF WORK (M040) (M058)

C.1 CONTRACT FOCUS

The purpose of the WIPP is to protect human health and the environment by safe, management, 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. The DOE Albuquerque Operations Office (DOE-AL) provides administrative support to the CBFO. Sandia National Laboratories (SNL) is the Scientific Advisor to the CBFO. 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 sitting 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-transuranic 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. Currently, TRU waste is planned for shipment to WIPP from 5 Large Quantity Sites (LQS) and 22 Small Quantity Sites (SQS). Three of the LQS (RL, SRS, and LANL) have been designated as potential hub 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). The four packagings identified for WIPP are the TRUPACT-II and HalfPACT for Contact-handled TRU waste, the RH-72-B cask and the CNS 10-160 B cask for Remote-handled-TRU waste. Currently, all TRU waste is shipped by truck, but may also be shipped by rail in the future. The legacy TRU waste disposal phase will last approximately ten (10) years, and will require an estimated twenty thousand (20,000) shipments to WIPP. Newly generated TRU waste will continue to be disposed of at WIPP for approximately twenty-five (25) years beyond completion of legacy TRU waste disposal. 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 forty (40) years.

- (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 of legacy defense TRU waste activities at the associated characterization hub sites and transportation of TRU waste throughout the complex. 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 legacy defense TRU waste activities. These objectives are:
 - (i) Safety and Environmental Management Excellence – Protection of the employees, the public and the environment; and
 - (ii) Operational Efficiencies –Pursue efficiencies in waste characterization, transportation and disposal.
- (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, environment, safety, health and quality assurance within its own organization and its subcontractor organizations.
 - (ii) The contractor will be responsible for integration of designated DOE prime contracts (i.e., transportation and characterization) into the operation of WIPP and the National Transuranic Waste Program.
 - (iii) The contractor shall be also be responsible for developing and implementing a record management program for all records relevant to the operations of WIPP and the transuranic waste permanently disposed at the WIPP.
- (5) 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.
- (6) The Contractor will develop programs, capabilities and technologies consistent with the WIPP and National Transuranic Waste Program mission and to support emerging needs of Federal, non-Federal, educational institution 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 update of an integrated site-wide baseline and critical path analyses. These processes will be expanded to functional and crosscutting activities and will include activities at the hubs and generator sites.

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

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

(1) WIPP SYSTEMS AND PROGRAMS

The Contractor will maintain the existing Integrated Safety Management System (ISMS), which includes the International Standards Organization (ISO) 14001 Program, the Voluntary Protection Program (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 Hazardous Waste Facility Permit 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.

(ii) Mining Operations

(A) The Contractor will maintain, operate and continually evaluate underground facilities and systems for cost effective and efficient operations. This includes establishing 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 ready 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 2001 through FY 2005.

(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 2001 through FY 2005.

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

The Contractor will be responsible for RH-TRU waste disposal, including facility modifications and operational readiness of WIPP RH-TRU facilities. Table 1 describes the

expected rates for RH-TRU waste disposal, including the number of shipments and volume of waste, from FY 2001 through FY 2005.

(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 characterization and waste certification activities for which the Contractor will be responsible for integration of waste 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 the contractor is fully authorized as the DOE-designed prime contract integrator to conduct activities necessary to complete applicable characterization shipping to a hub or WIPP, and disposal at WIPP.

(1) WASTE CHARACTERIZATION

The Contractor will be responsible for integration of waste characterization, by designated DOE prime contractors at three proposed characterization hub sites.

- (i) The Contractor will ensure that a certified waste characterization program is maintained at each hub site in accordance with the HWFP requirements.
- (ii) The Contractor will ensure characterization of waste from hub sites and associated generator sites is in accordance with HWFP requirements
- (iii) The Contractor will ensure transportation of waste from generator sites to hub sites in compliance with applicable laws and regulations.
- (iv) The Contractor will identify disposition paths for Low-level and Low-level mixed wastes currently managed as TRU waste.
- (v) The contractor will integrate and administer DOE designated prime contract activities in accordance with designations given to them by DOE. The designated prime contracts will be converted to subcontract after completion of formal assignment documents.

(2) TRANSPORTATION PACKAGING

- (i) The Contractor will maintain NRC-certified packagings (TRUPACT-II, HalfPACT, and 72-B cask) and records for packaging fabrication and maintenance.
- (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, SARPs, for new and existing packagings.
- (v) The contractor will integrate and administer DOE designated prime contract activities in accordance with designations given to them by DOE. The designated prime contracts will be converted to subcontract after completion of formal assignment documents.

(3) TRANSPORTATION MANAGEMENT

- (i) The Contractor will be responsible for management and oversight, including integration of DOE designated prime contractors, of the transportation of TRU waste from generator sites to WIPP and from generator sites to hub 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 packagings for shipping TRU waste.

- (iv) The Contractor will utilize the TRANSCOM system to monitor loaded shipments dispatched from the WIPP and inbound waste shipments. The Contractor will prepare the integrated shipping schedule, which includes packagings (TRUPACT-II, HalfPACT, 72-B cask and other packagings), trailers, driver 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.

(4) INTEGRATION AND ADMINISTRATION OF DOE DESIGNATED PRIME CONTRACTS

The contractor will integrate and administer DOE designated prime contract activities in accordance with designations given to them by DOE. The prime contracts will be converted to subcontracts after completion of formal assignment documentation

(c) PERMIT MODIFICATIONS FOR OPERATIONAL EFFICIENCY

(1) HAZARDOUS WASTE FACILITY PERMIT

The Contractor and DOE, as co-permittees, will provide justification for and preparation of modifications to the Hazardous Waste Facility Permit 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 New Mexico Environment Department, including frequent communications, to ensure timely identification and resolution of technical and regulatory issues.

(2) COMPLIANCE CERTIFICATION

The Contractor will assist DOE with modifications to the 40 CFR Sections 191 and 194 Compliance Certification Application (CCA)

in conjunction with the five-year resubmission of the CCA to the EPA. The Contractor will focus these efforts to justify the removal of CCA requirements that increase the costs of characterizing, certifying, transporting or disposing of TRU waste, but provide minimal benefits to the health and safety of workers, the public or the environment.

(d) RESEARCH AND DEVELOPMENT 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 transuranic waste disposal, using the unique characteristics and facilities of WIPP.

(e) PARTNERING AGREEMENT

The Contractor and the Government will establish a Partnering Agreement for work related to the operation of the site. The agreement will establish a common vision with supporting goals and missions. It will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism and build a better understanding of one another's position. The agreement will also include a joint commitment to:

- (i) Maintain high safety performance.
- (ii) Complete the project on schedule, within 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.

C.5 TABLE 1 - EXPECTED WIPP PROGRAM ACTIVITIES FY 2001-2005 (M058)

| Activity | FY 2001 | FY 2002 | FY 2003 | FY 2004 | FY 2005 |
|--------------------------|--|---|--|--|--|
| Disposal Panels | Continue Disposal in Panel 1 | Continue Disposal in Panel 1 | Complete Disposal in Panel 1 Interim Closure of Panel 1 Begin Disposal in Panel 2 Extend South Mains Begin Construction of Panel 3 | Continue Disposal in Panel 2 Continue Construction of Panel 3 | Complete Disposal in Panel 2 Interim Closure of Panel 2 Complete Construction of Panel 3 Begin Disposal in Panel 3 Extend South Mains Begin Construction of Panel 4 |
| CH-TRU Transportation | 304 shipments | 861 shipments | 799 shipments | 989 shipments | 1044 shipments |
| CH-TRU Waste Disposal | 1965 cubic meters | 5134 cubic meters | 7542 cubic meters | 8407 cubic meters | 8067 cubic meters |
| RH-TRU Transportation | Procure 72-B cask | 0 shipments | 0 shipments | 0 shipments | 0 shipments |
| RH-TRU Waste Disposal | Complete RH facility and equipment modifications | RH Operational Readiness Review 0 cubic meters | 0 cubic meters | 0 cubic meters | 0 cubic meters |
| Transportation Corridors | | Open NTS Corridor | Open ANL-E/ Mound Corridor Open LLNL Corridor | Open LLNL corridor | Open ORNL corridor |

All transportation and waste disposal estimates as of November 10, 1999, per the Integrated Planning and Budgeting System (IPABS). Schedule revised as of June 30, 2004. Estimates are subject to change based on budgetary constraints and revised programmatic direction.

C.6 ACRONYMS

| | |
|------------|--|
| CBFO | Carlsbad Field Office |
| CCA | Compliance Certification Application |
| CFR | Code of Federal Regulations |
| CH-TRU | Contact-handled Transuranic Waste |
| 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 |
| 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 |
| QA | Quality Assurance |
| RH-TRU | Remote-handled Transuranic Waste |
| SNL | Sandia National Laboratories |
| S/RID | Standards and Requirements Identification Document |
| TRU | Transuranic Waste |
| TRUPACT-II | Transuranic Waste Package Transporter Type II |
| VPP | Voluntary Protection Program |
| WIPP | Waste Isolation Pilot Plant |

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J –MLIST OF ATTACHMENTS

ATTACHMENT F

**KEY PERSONNEL
 (M006, M012, M026, M040, M058)**

Pursuant to the Contract Clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

| TITLE | NAME |
|---|---------------------|
| Chief Executive Officer and Chairman of the Members Committee | Stephen Marchetti |
| Assistant General Manager, Operations | David P. Reber |
| Manager, National TRU Waste Program | Tim G. Hedahl |
| Manager, Environment, Safety, and Health | Candice Jierree |
| Manager, Quality Assurance | Michael W. Lipscomb |
| Chief Financial Officer | Darold G. Haug |
| Dupty Operations Manager/Chief Engineer | John J. Garcia |
| Manager, Human Resources | Terry L. Frye |
| Manager, Project Integration | William A. Keeley |
| Manager, NTP Operations | { Vacant } |

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT H

LIST OF APPLICABLE DIRECTIVES (M058)

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.

A. Standards/Requirements Identification Document (S/RID)

The requirements set forth in the S/RID are hereby incorporated by reference

B. Other Requirements Documents

Note: Section B, 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 Section A, the Section B 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 Section B may include, but are not limited to, areas such as accounting and budgeting, safeguards and security, and information management. The documents listed in Section B in **boldface** type are specifically listed in the S/RID, but may also include general program requirements in addition to environmental, safety, and health requirements. This Section B listing is currently effective as of the date shown in the title of this document.

Directive

Title

DOE ORDERS

| | |
|---------------------|--|
| DOE O 110.3 | Conference Management |
| DOE O 130.1 | Budget Formulation |
| DOE O 151.1B | Comprehensive Emergency Management System |
| DOE O 200.1 | Information Management Program |
| DOE O 205.1 | Department of Energy Cyber Security Management Program |
| DOE O 221.1 | Reporting Fraud, Waste, and Abuse to the Office of Inspector General |
| DOE O 221.2 | Cooperation With The Office Of Inspector General |
| DOE O 225.1A | Accident Investigation |
| DOE O 231.1A | Environment, Safety, and Health Reporting |
| DOE O 241.1A | Scientific and Technical Information Management |
| DOE O 251.1A | Directives System |
| DOE O 252.1 | Technical Standards Program |
| DOE O 341.1 | Federal Employee Health Services |
| DOE O 350.1 | Contractor Human Resource Management Programs |
| DOE O 412.1 | Work Authorization System |
| DOE O 413.1A | Management Control Program |
| DOE O 413.3 | Program and Project Management for the Acquisition of Capital Assets |
| DOE O 414.1B | Quality Assurance |
| DOE O 420.1A | Facility Safety |
| DOE O 425.1C | Startup and Restart of Nuclear Facilities |
| DOE O 430.1B | Real Property Asset Management |
| DOE O 430.2A | Departmental Energy and Utilities Management |
| DOE O 433.1 | Maintenance Management Program for DOE Nuclear Facilities |
| DOE O 435.1 | Radioactive Waste Management |
| DOE O 440.1A | Worker Protection Management for DOE Federal and Contractor Employees |
| DOE O 442.1A | Department of Energy Employee Concerns Program |
| DOE O 450.1 | Environmental Protection Program |
| DOE O 451.1B | National Environmental Policy Act Compliance Program |
| DOE O 460.1B | Packaging and Transportation Safety |
| DOE O 460.2 | Departmental Materials Transportation and Packaging Management |

| | |
|-----------------------|--|
| DOE O 461.1 | Packaging and Transfer or Transportation of Materials of National Security Interest |
| DOE O 470.1 | Safeguards and Security Program |
| DOE O 470.2B | Independent Oversight And Performance Assurance Program |
| DOE O 471.1A | Identification and Protection of Unclassified Controlled Nuclear Information |
| DOE O 471.2A | Information Security Program |
| DOE O 471.3 | Identifying and Protecting Official Use Only Information |
| DOE O 471.4 | Incidents of Security Concern |
| DOE O 472.1C | Personnel Security Activities |
| DOE O 473.1 | Physical Security Program |
| DOE O 473.2 | Protective Force Program |
| DOE O 482.1 | DOE Facilities Technology Partnering Programs |
| DOE O 483.1 | DOE Cooperative Research and Developments Agreements |
| DOE O 534.1B | Accounting |
| DOE O 551.1B | Official Foreign Travel |
| DOE O 1220.1A | Congressional and Intergovernmental Affairs |
| DOE O 1230.2 | American Indian Tribal Government Policy |
| DOE O 1340.1B | Management of Public Communications Publications and Scientific, Technical, and Engineering Publications |
| DOE O 1450.4 | Consensual Listening-In To or Recording Telephone/Radio Conversations |
| DOE O 2110.1A | Pricing of Departmental Materials and Services |
| DOE O 4330.4B | Maintenance Management Program |
| DOE O 5400.5 | Radiation Protection of the Public and the Environment |
| DOE O 5480.4 | Environmental Protection, Safety, and Health Protection Standards |
| DOE O 5480.19 | Conduct of Operations Requirements for DOE Facilities |
| DOE O 5480.20A | Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities |
| DOE O 5530.5 | Federal Radiological Monitoring and Assessment Center |
| DOE O 5560.1A | Priorities and Allocations Program |
| DOE O 5610.2 | Control of Weapon Data |
| DOE O 5639.8A | Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities |
| DOE O 5670.1A | Management and Control of Foreign Intelligence |
| DOE O 5670.3 | Counterintelligence Program |

DOE MANUALS

| | |
|----------------|---|
| DOE M 140.1-1B | Interface with the Defense Nuclear Facilities Safety Board |
| DOE M 200.1-1 | Telecommunications Security Manual |
| DOE M 231.1-1A | Environment, Safety, and Health Reporting Manual |
| DOE M 231.1-2 | Occurrence Reporting and Processing of Operations Information |
| DOE M 435.1-1 | Radioactive Waste Management Manual |
| DOE M 470.1-1 | Safeguards and Security Awareness Program |
| DOE M 471.1-1 | Identification and Protection of Unclassified Controlled Nuclear Information Manual |
| DOE M 471.2-1C | Classified Matter Protection and Control Manual |
| DOE M 471.3-1 | Manual for Identifying and Protecting Official Use Only Information |
| DOE M 573.1-1 | Mail Services Users Manual |

DOE NOTICES

| | |
|--------------|---|
| DOE N 153.2 | Connectivity to National Atmospheric Release Advisory Center |
| DOE N 203.1 | Software Quality Assurance |
| DOE N 205.2 | Foreign National Access to DOE Cyber Systems |
| DOE N 205.3 | Password Generation, Protection, and Use |
| DOE N 205.8 | Cyber Security Requirements for Wireless Devices and Information Systems |
| DOE N 205.4 | Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents |
| DOE N 205.9 | Certification and Accreditation Process for Information Systems Including National Security Systems |
| DOE N 205.10 | Cyber Security Requirements for Risk Management |
| DOE N 205.11 | Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems |
| DOE N 205.12 | Cleaning, Sanitizing and Destroying Information System Storage Media, Memory Devices and other Related Hardware |
| DOE N 473.8 | Security Conditions |
| DOE N 481.1A | Reimbursable Work for Department of Homeland Security |

SECTION I – GENERAL INFORMATION

Performance Incentive Number: **CBFO-PBI No. 1** Performance Period: **04/01/03 through 09/30/05**
 Performance Incentive Short Title: **Accelerated Risk Reduction and SQS Completion**
 Revision Number and Date: Revision 1; 06/30/04

SECTION II – ACCOUNTING/PROJECT INFORMATION

| Performance Period | Estimated Budgeted Cost of Work Scheduled (BCWS) (see Section B.2 of Contract) | Available Fee Associated with this Measure: |
|----------------------|--|---|
| 04/01/2003-9/30/2003 | Exemption 4 | Exemption 4 |
| 10/01/2003-9/30/2004 | Exemption 4 | Exemption 4 |
| 10/01/2004-9/30/2005 | Exemption 4 (Planned-See B.2) | Exemption 4 (Planned-See B.2) |

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

| Duration: | Annual | Multi-year X | |
|-------------------|--------------|--------------|------------------------------|
| Fee Payment type: | Completion X | Progress | Provisional X (See Metric 3) |

SECTION IV - PERFORMANCE MEASURE

Description:

Recognizing that safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model where earnings are at risk and the contractor is paid when specific results are achieved. The contractor will earn fee for risk reduction based on cubic meters dispositioned from the TRU waste inventory and for reducing the TRU waste footprint. Risk reduction fees will be earned in four ways:

1. For cubic meters from RFETS and INEEL disposed at WIPP
2. For cubic meters removed from TRU waste sites except RFETS and INEEL
3. For clean up of legacy TRU waste from Small Quantity Sites (SQS)
4. For disposal of at least one Remote Handled (RH) shipment at WIPP.

CBFO is committed to the accelerated clean up of small quantity sites. Fees for this portion of the rating plan are consistent with this commitment.

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. Schedules to meet accelerated risk reduction are contained in the latest revision of the EM-1 baseline shipping schedule and WTS' Legacy TRU Waste Risk Reduction Plan.

Metric 1: 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 RFETS and INEEL, as indicated in the WWIS database.

For each cubic meter disposed at WIPP from RFETS and INEEL under Metric 1, fees will be earned as follows:

- 1 to 2000 cubic meters: Exemp 4 per cubic meter
- >2,000 to 6,000 cubic meters: Exemp 4 per cubic meter
- >6,000 to 10,000 cubic meters: Exemp 4 per cubic meter
- >10,000 to 18,000 cubic meters: Exemp 4 per cubic meter
- >18,000 cubic meters: Exemp 4 per cubic meter

Note: The fee schedule above works sequentially and is cumulative over the life of the contract. For example, the contractor cannot earn fees at the Exemp 4 rate per cubic meter until after the first 2,000 cubic meters have been completed at the Exemp 4 rate per cubic meter.

Metric 2: The contractor's performance will be measured quarterly for its success in safe and compliant removal of

_____ cubic meters of waste from generator sites' inventory (excluding RFETS and INEEL) and shipping to a DOE designated hub site or WIPP.

For each cubic meter removed from a generator site inventory and transported to a hub **Exempt 4** of fee will be earned.

For each cubic meter removed from generator site inventory and transported to WIPP for disposal, fees will be earned as follows:

- 1 to 1,000 cubic meters **Exempt 4** per cubic meter
- >1,000 to 3,000 cubic meters **Exempt 4** per cubic meter
- >3,000 to 5,000 cubic meters **Exempt 4** per cubic meter
- >5,000 to 9,000 cubic meters **Exempt 4** per cubic meter
- >9,000 cubic meters **Exempt 4** per cubic meter

Note: Fee will be earned sequentially and is cumulative over the life of the contract. See example for Metric 1

Metric 3: The contractor will clean up all legacy TRU waste from SQS sites.

Clean up of each SQS with RH TRU waste will earn the contractor **Exemption 4** of fee.

Clean up of each SQS with greater than 200 cubic meters of CH TRU waste will earn the contractor **Exemption 4** of fee. Clean up of each SQS with less than 200 cubic meters of CH TRU waste will earn the contractor **Exemption 4** of fee.

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**

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 in any quarter for Metrics 1 and 2, below, will be earned only if the combined total cubic meters for both metrics disposed and removed in the applicable quarter exceeds the quarterly average since April 2000 updated every 6 months. The quarterly average will be calculated based on the total cubic meters of waste disposed from the WWIS database plus the total cubic meters removed (as documented in the request for payment for Metric 2) since April 2000 divided by the number of quarters since April 2000. The quarterly average will be documented as part of the quarterly payment submittal.

Payment Metric 1: Each month, per the latest revision of the EM 1 baseline shipping schedule, TRU waste ready for shipment from RFETS and INEEL will be transported to WIPP for disposal. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be definitized after the end of the applicable quarter, at which time the balance for the quarter would also be due. The requests for payment shall document the total cubic meters of waste from RFETS and INEEL disposed in the WIPP underground repository. CBFO will verify the request submitted by the contractor from information in the WWIS database.

Payment Metric 2: WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be definitized after the end of the applicable quarter, at which time the balance for the quarter would also be due. The requests for payment shall document the total cubic meters of TRU waste removed from generator site inventory and shipped to a hub or to WIPP excluding waste from RFETS or INEEL. CBFO will verify the request submitted by the contractor from information in the WWIS database, or by verification documentation from the generator sites.

Payment Metric 3: WTS will submit a request for payment to CBFO after clean up of a small quantity site is completed based on the quantities of waste contained in the waste inventory table below. CBFO will verify the request submitted by the contractor from information in the WWIS database, and/or verification documentation from the generator sites.

Legacy TRU Waste inventories for SQSs are as indicated below*:

| Small Quantity Site | CH Volume (m ³) | RH Volume (m ³) |
|---|-----------------------------|-----------------------------|
| Argonne National Lab – East | 107.8 | 5.7 |
| Argonne National Lab – West | 1.0 | 5.6 |
| Battelle Columbus Lab | 1.5 | 26.4 |
| Knolls Atomic Power Lab – NFS | 30.8 | 0.0 |
| Lawrence Berkeley National Lab | 0.6 | 0.0 |
| Lawrence Livermore National Lab | 148.6 | 0.0 |
| Missouri University Research Reactor | 1.4 | 0.0 |
| Mound Plant | 247.0 | 0.0 |
| Nevada Test Site | 343.2 | 0.0 |
| Sandia National Lab | 5.4 | 0.0 |
| USAMC | 2.5 | 0.0 |
| Lovelace Respiratory Research Institute | 0.6 | 0.0 |

*Additional sites and their volumes of TRU waste may be added by mutual agreement.

Payment Metric 4: WTS will submit a request for payment after the completion of disposal of at least one shipment of RH TRU waste by submitting a letter report to CBFO that documents the volume of RH TRU waste disposed in the WIPP underground repository as indicated in the WWIS database.

DEFINITIONS:

CH – Contact-Handled: Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

Clean-up or Clean up: A site is cleaned up when no defense legacy 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. Legacy waste does not include waste that some small and large sites continue to generate due to decontamination and decommissioning activities and future Departmental missions.

Cubic Meters: As used herein cubic meters refers to TRU waste container volume. TRU waste container volume means the volume in cubic meters of waste 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.

Hub Sites: Hanford, SRS, LANL or other sites/facilities designated by DOE.

Large Quantity Sites: Hanford Reservation, Idaho National Engineering and Environmental Laboratory (INEEL), Los Alamos National Laboratory (LANL), Rocky Flats Environmental Technology Site (RFETS), Savannah River Site (SRS), and Oak Ridge National Laboratory (ORNL).

RH – Remote-Handled: Packaged TRU waste with an external surface dose rate that exceed 200 mrem per hour but is less than 1,000 rem per hour.

Small Quantity Sites (SQS): These sites are listed in the National TRU Waste Management Plan

—
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.

WWIS: WIPP Waste Information System

Refer to DOE M 435.1-1 for additional information.

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

- The contractor will receive government provided TRU waste packaged for shipment to WIPP at generator sites, and the contractor is fully authorized as the DOE-designated prime contract integrator to conduct activities necessary to complete applicable characterization, shipping to a hub site or WIPP, and disposal at WIPP.

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive.

In order to earn incentive fee under this Performance Incentive, WTS shall meet the specific completion criteria and expectations set forth herein.

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 that is acceptable to the Contracting Officer as determined during negotiations and included in this Rating Plan.

Metric 1 – (Completion Payment) Fee shall be payable per cubic meter disposed from RFETS and INEEL 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 waste disposed from RFETS and INEEL. The balance of the total fee earned will be due at the end of each quarter.

Metric 2 – (Completion Payment) Fee shall be payable per cubic meter times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation evidencing cubic meters removed from generator site inventories and shipped to a hub site or to WIPP. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters removed from a generator site to a hub or to WIPP. The balance of the total fee earned will be due at the end of each quarter. This documentation will be based on the WWIS database or chain of custody paperwork from the generator site.

Metric 3 – (Completion Payment) Fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS, at the applicable fee for sites completed that quarter. Documentation to support completion will be based on volumes contained herein.

Metric 4 – (Completion Payment) Fee shall be payable upon submittal of appropriate documentation supporting the disposal of at least one shipment of RH waste. This documentation will be based on the WWIS database.

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 annually to determine applicability and approval for continuation.

SECTION J, ATT. D

SECTION I – GENERAL INFORMATION

Performance Incentive Number: **CBFO-PBI No. 2** Performance Period: **04/01/03 through 09/30/05**
 Performance Incentive Short Title: **TRU Waste Treatment**
 Revision Number and Date: **Revision 1; 06/30/04**

SECTION II – ACCOUNTING/PROJECT INFORMATION

Initial Budgeted Cost of Work Scheduled Maximum Available Incentive Fee
 (BCWS) under this PM: Associated with this Measure:
Exemption 4 **Exemption 4**
 CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

| Duration: | Annual | Multi-year X | Super Stretch X |
|-------------------|--------------|--------------|-----------------|
| Fee Payment type: | Completion X | Progress | Provisional |

SECTION IV - PERFORMANCE MEASURE

Description:

A portion of the TRU waste in the DOE complex does not meet WIPP Waste Acceptance Criteria (WAC) because it contains one or more prohibited items (liquids high concentrations of Volatile Organic Compounds hydrogen gas, corrosive materials, reactive metals, PCBs, etc) Eliminating these prohibited items is necessary to assure that the DOE's objective of removing all TRU waste from generator sites is achieved

An approved process to remove or treat all of these prohibited items that will allow the waste to meet all of the WIPP WAC requirements is needed. The process should destroy organic constituents of the waste (RCRA waste codes D018 through D043, and F001 through F005) and Toxic Substances Control Act (TSCA) regulated organic constituents, such as PCBs. This Performance Based Incentive is intended to result in a proven, permitted process to remove or treat prohibited items from waste managed as TRU waste.

Metric 1: The performance measure is to provide and install a permitted treatment process at a hub site for treating hazardous materials likely to be found in TRU waste, and the successful completion of processing of 100 cubic meters of "orphan wastes."

Metric 2: The contractor's performance will be measured quarterly for its success in identifying cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists.

Metric 3: The performance measure is the safe and compliant treatment of waste using the approved, permitted process at a hub site. This metric excludes the 100 cubic meters of "orphan wastes" paid under metric one.

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 submit a request for payment of **Exemption 4** in fee upon receipt of a permit for an approved permitted process installed at a hub site, and the successful completion of processing of 100 cubic meters of "orphan wastes."

Payment Metric 2: WTS will submit a request for payment of **Exempt 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. This payment will be reduced by any amounts already paid under the Accelerated Risk Reduction and SQS Completion PBI Metrics 2 and 3 for the same wastes. CBFO will verify the request submitted by the contractor from documentation provided by the generator sites

Payments Metric 3: WTS will submit a request for payment of **Exempt 4** per cubic meter of waste treated using the approved, permitted process, after the first 100 cubic meters of "orphan waste" referenced in metric 1 has been completed. CBFO will verify the request submitted by the contractor using a mechanism acceptable to the Contracting Officer.

DEFINITIONS:

Hub Sites: Hanford, SRS, LANL or other sites/facilities designated by DOE

Orphan Wastes: Radiological wastes for which a disposition path is undefined.

Waste Managed as TRU: Waste, regardless of its current classification that was managed as TRU waste at or after the effective date of Revision 0 of this PBI.

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.

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.)

- Space is available at the designated hub site to allow installation and demonstration.

- The contractor will receive government provided TRU waste packaged for shipment to WIPP at generator sites, and the contractor is fully authorized as the DOE-designated prime contract integrator to conduct activities necessary to complete applicable characterization, shipping to a hub site or WIPP, and disposal at WIPP.

- Treatment under Metric 3 must:
 - Be needed to legally store or dispose of the waste, or
 - Be needed to meet DOE administrative limits for disposal at WIPP, established to conserve disposal space, or
 - Be needed to make the waste meet disposal site waste acceptance criteria, or
 - Be performed to reduce the disposal volume of the waste to the extent that it is cost effective.

GENERAL REQUIREMENTS: In order to earn incentive fee under this Performance Incentive, the contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive.

In order to earn incentive fee under this Performance Incentive, WTS shall meet the specific completion criteria and expectations set forth herein.

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.*

- Metric 1: Contractor will provide a copy of the permit or a letter from the regulator granting the permit, and documentation acceptable to the Contracting Officer demonstrating the successful completion of processing of 100 cubic meters of "orphan wastes."

- Metric 2: Quarterly submittal of a letter report evidencing success in identifying the cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists.

- Metric 3: Quarterly submittal of a letter report evidencing success in treating cubic meters of waste

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.)

This Super Stretch Incentive is an incentive to motivate the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract. The level of the effort being

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measured by this incentive and the associated fee is not funded in the contract. In order to earn the Super Stretch incentive, the Contractor must perform the additional work necessary to achieve the Incentive and identify savings sufficient for the related fee within the funding limits established for the base Incentive.

DOE must approve the transfer of funding to the effort through the Change Control Board process and must specifically authorize initiation of the effort. Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

PBIs will be reviewed annually to determine applicability and approval continuation.