

2 AMENDMENT/MODIFICATION NO
A131

3 EFFECTIVE DATE
See Block 16C

4 REQUISITION/PURCHASE REQ
29-2008-AL66444.005

5 PROJECT NO (If applicable)

6 ISSUED BY
**U.S. Department of Energy
Carlsbad Field Office
P. O. Box 3090
Carlsbad, NM 88220-3090**

7 ADMINISTERED BY (If other than Item 6) CODE

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code)
**Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220**

9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO
DE-AC29-01AL66444

10B DATED (SEE ITEM 13)
12/14/2008

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)

0*250	2008	33	490003	25400	1110954	0000442	\$	12,000,000	XID=21255
0*250	2008	33	490003	25400	1110956	0003804	\$	623,118	XID=21257
0*250	2008	33	490003	25400	1110957	0000443	\$	1,718,000	XID=21259
01250	2008	33	490003	25400	1111094	0000441	\$	656,535	XID=21261
01250	2008	33	490003	25400	1111097	0000441	\$	29,788	XID=21263
0*250	2008	33	490003	25400	1111098	0000441	\$	8,718	XID=21265
01250	2008	33	490003	25400	1111102	0000441	\$	28,576	XID=21267
01250	2008	33	490003	25400	1110860	0002167	\$	436,537	XID=21253
TOTAL INCREASE:								\$	15,501,272 +

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): **Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"**

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

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

The purpose of this modification is to correct the accounting and appropriation data contained in Modification A128. This results in the above block 12 data replacing the data in modification A128 and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,048,291,046.09
Funds Obligated by this Modification	15,501,272.00
(Correction)	
Funds Obligated since Inception of Contract	\$1,063,792,318.09

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/OFFICER
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

Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

16C DATE SIGNED
3/25/08

2. AMENDMENT/MODIFICATION NO **A132** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. **29-2008-AI66444.006** 5. PROJECT NO. (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** 10B. DATED (SEE ITEM 13) **12/14/2000**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

01250	2008	33	490003	25400	1110954	0000442	\$	19,159,000	XID=21255
01250	2008	33	490003	25400	1110956	0003804	\$	4,755,842	XID=21257
01250	2008	33	490003	25400	1111094	0000441	\$	314,472	XID=21261
01250	2008	33	490003	25400	1111097	0000441	\$	14,268	XID=21263
01250	2008	33	490003	25400	1111098	0000441	\$	4,176	XID=21265
01250	2008	33	490003	25400	1111102	0000441	\$	13,688	XID=21267
01250	2008	33	490003	25400	1110800	0002167	\$	589,217	XID=21253
00500	2008	33	490003	25400	2924117		\$	122,192	XID=29718

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) **Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"**

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to obligate \$24,972,855 in funding to the contract. This results in the above block 12 data being appended to the contract and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,063,792,318.09
Funds Obligated by this Modification (Correction)	24,972,855.00
Funds Obligated since Inception of Contract	\$1,088,765,173.09

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 16C. DATE SIGNED **4/2/2008**
BY _____ (Signature of person authorized to sign) Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO M133	3 EFFECTIVE DATE March 31, 2008	4 REQUISITION/PURCHASE REQ NO N/A-NOPR	5 PROJECT NO (If applicable)	
6 ISSUED BY CODE	7 ADMINISTERED BY (If other than Item 6) CODE			
U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090		Arthur L. Welton (505) 234-7461		
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A AMENDMENT OF SOLICITATION NO	
Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9B DATED (SEE ITEM 11)	
		X	10A MODIFICATION OF CONTRACT/ORDER NO DE-AC29-01AL66444	
			10B DATED (SEE ITEM 13) December 14, 2000	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended, _____ is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:				
(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)			
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)			
X	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties			
	D OTHER (Specify type of modification and authority) Incremental Funding			
E IMPORTANT: Contractor _____ is not, <u>XX</u> is required to sign this document and return <u>3</u> copies to the issuing office				
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
See following page:				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, President and General Manager	15C DATE SIGNED 5-19-2008		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	16C DATE SIGNED 5/21/2008
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"			16B UNITED STATES OF AMERICA Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	

- a. The purpose of this modification is to revise Performance Based Incentive (PBI) 3 to incentivize the starting of new Remote Handled (RH) waste streams and the disposal of RH waste.
- b. As a result of this change, PBI 3 revision 1 dated March 31, 2008 is incorporated into the contract
- c. All other terms and conditions of the contract except for deleting in its entirety PBI 3, Revision 0 remain unchanged and in full force and effect.
- d. As a result of the aforementioned changes, remove the page(s) listed under Column I below and substitute therewith the page(s) set forth under Column II, all of which are attached hereto and made part of the contract by this modification:

Column I

SECTION J – ATTACHMENTS
Attachment D
PBI 3, Revision 0
Deleted in its entirety

Column II

SECTION J – ATTACHMENTS
Attachment D
PBI 3, Revision 1
Pages 1-10

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

SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #3 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: Difficult TRU Waste and Significant Performance Milestones
Revision Number and Date: Revision 1, March 31, 2008

SECTION II – ACCOUNTING/PROJECT INFORMATION

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

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type: Base Stretch Super Stretch
Difficulty: High Medium Low
Duration: Annual Multi-year
Fees Payment type: Completion Progress Provisional

SECTION IV - PERFORMANCE MEASURE

Description:

Disposal of difficult to characterize defense TRU waste, improving the efficiency and reliability of TRU waste activities, initiating remote-handled TRU waste activities at multiple sites, increasing WIPP's capabilities for different waste containers, and completing the large site TRU waste cleanups at Savannah River and Los Alamos National Laboratory are all significant parts of the CBFO mission. This PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific results are achieved over and above the items incentivized in PBI #1 and PBI #2. The Contractor will earn incremental fee for characterizing and disposing of difficult TRU waste that requires added work compared to routine TRU waste characterization and shipping. The Contractor will also earn incremental fee for achieving significant discrete accomplishments in the TRU waste program during the term of the contract. The Contractor acknowledges that the items in this PBI are feasible to accomplish within contract funding criteria by September 30, 2010, the completion date of the current term of the contract. The Contractor also acknowledges that some of the items in this PBI are not in the total control of the Contractor which imposes an added difficulty component due to the work necessary to be done by generator sites. Fee from PBI #3 metrics which is unearned due to nonperformance by the Contractor shall be forfeited. The Contractor agrees that no Requests for Equitable Adjustment are allowable for inability to earn fee under PBI #3 due to lack of waste availability from generator or storage sites or NRC delays. Incremental fees under this PBI will be earned as follows:

1. For cubic meters of difficult CH TRU waste removed from TRU waste sites and disposed of at WIPP where WTS provides characterization services an incremental fee will be paid.
2. a) Complete the disposal of the first RH TRU waste canister from Los Alamos National Laboratory (LANL).
b) Complete the disposal of the remaining 15 RH TRU waste canisters from LANL.
3. Receipt of approval of the TRUPACT-III Safety Analysis for Packaging and issuance of the Certificate of Compliance by the Nuclear Regulatory Commission (NRC).
4. Complete the disposition of the total original drum inventory (27,525 drums) managed as CH TRU waste at the Savannah River Site (SRS).
5. a) Complete the disposal of the first RH TRU waste canister from Argonne National Laboratory (ANL).
b) Complete the disposal of the remaining 34 RH TRU waste canisters from ANL.
6. Complete WIPP certification and shipment of the entire inventory of 550 RH drums at Idaho National Laboratory (INL).
7. a) Complete the disposal of the first RH TRU waste canister from SRS.
b) Complete the disposition of the remaining RH waste inventory managed as TRU waste.
8. Complete the disposal of three RH TRU waste canisters from a 10-160B shipping package.
9. a) Complete the disposal of the first RH TRU waste canister from Oak Ridge National Laboratory (ORNL).
b) For each subsequent 50 m³ of RH waste certified and shipped, an incentive of **Exemption 4** shall

- be paid.
10. Completion of the WIPP Life Extension Upgrades associated with the WIPP site.
 11. Completion of the methodology and statistical sampling to allow reduction of the necessary Gas Generation Testing (GGT) on approximately 5000 drums of solidified organic waste at INL by at least 40%
 12. Develop, submit, and obtain approval by the NRC for shielded containers for RH waste transport and submit the permit modification to NMED.
 13. Complete the first shipment of RH TRU waste using the shielded container.
 14. a) Complete the disposal of the first RH TRU waste canister of GE-VNC waste.
b) Complete the disposition of the remaining RH inventory from GE-VNC.
 15. Characterize and ship the high MAR debris drums currently in AK, being repackaged by LANL.
 16. Maintain an acceptable Days Away, Restricted, or Transferred (DART) Rate in comparison to the North American Industry Classification System (NAICS) rating system Industry Average.

The following metrics shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric 1: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring additional Non-destructive Assay (NDA) systems(s) not employed at a site or a recalibration of the NDA equipment to be able to characterize the containers; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; and (e) containers with greater than 99 Fissile Gram Equivalents (FGE).

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of Exemption 4 will be earned in addition to the base fee earned under PBI #1, Metric 1.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 2(a): The Contractor shall complete disposal of the first RH TRU waste from LANL.

The completion of the disposal of the first RH TRU waste canister from LANL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 2(b): The Contractor shall complete the disposal of the remaining 15 RH TRU waste canisters from LANL.

The completion of the disposal of the remaining 15 RH TRU waste canisters from LANL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 3: The Contractor shall receive approval of the TRUPACT-III Safety Analysis for Packaging and issuance of the Certificate of Compliance (COC) by the NRC.

The receipt of the NRC COC for the TRUPACT-III shipping container will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 4: The Contractor shall complete the disposition of the total original drum inventory (27,525 drums) managed as CH TRU waste at SRS.

The completion of the disposition of the total original drum inventory (27,525 drums) managed as CH TRU waste at SRS will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 5(a): The Contractor shall complete the disposal of the first RH TRU waste canister from ANL.

The completion of the disposal of the first RH canister from ANL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 5(b): The Contractor shall complete the disposal of the remaining 34 RH TRU waste canisters from ANL.

The completion of the disposal of the remaining 34 RH TRU waste canisters from ANL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 6: The Contractor shall complete WIPP certification and shipment of the entire inventory of 550 RH drums at INL.

The completion of the WIPP certification and shipment of the entire inventory of 550 RH drums at INL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 7(a): The Contractor shall complete the disposal of the first RH TRU waste canister from SRS.

The completion of the disposal of the first RH TRU waste canister from SRS will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 7(b): The Contractor shall complete the disposition of the remaining RH Waste inventory managed as TRU.

The completion of the disposition of the remaining RH waste inventory managed as TRU waste at SRS will earn the contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 8: The Contractor shall complete the disposal of three RH TRU waste canisters from a 10-160B shipping package.

Completion of the disposal of three RH TRU waste canisters from a 10-160B shipping package will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 9(a): The Contractor shall complete the disposal of the first RH TRU waste canister from Oak Ridge National Laboratory (ORNL).

Completion of the disposal of the first RH TRU waste canister from ORNL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 9(b): The Contractor will earn fee for each subsequent 50 m³ of RH waste certified and shipped from ORNL.

Completion of each subsequent 50 m³ of RH waste certified and shipped from ORNL, the Contractor will earn Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 10: The Contractor shall complete the WIPP Life Extension Upgrades associated with the WIPP site with the activities successfully planned and performed. The Life Extension Upgrades associated with this metric and their associated fees are defined as:

- a) E140 waste transportation route ground maintenance Exemption 4
- b) 700 exhaust fan replacement Exemption 4
- c) Waste hoist control system upgrade Exemption 4
- d) 25P-SW04/4 Substation #4 cable bus retrofit Exemption 4
- e) Waste station back removal Exemption 4
- f) E140/S2180 Overcast Installation Exemption 4

g) N150 Overcast Renovation Exemption 4

Completion of the WIPP Life Extension Upgrades associated with the WIPP site will earn the Contractor a total of Exemption 4
Completion of each of the seven elements above will earn the Contractor the amount of fee as stated above by the element.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 11: The Contractor shall complete the methodology and statistical sampling to allow reduction of the necessary GGT on approximately 5000 drums of solidified organic waste at INL by at least 40%.

Completion of the methodology and statistical sampling to allow reduction of the necessary GGT on approximately 5000 drums of solidified organic waste at INL based on a validated inventory list by at least 40% will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 12: The Contractor shall develop, submit, and obtain approval by the NRC for shielded containers for RH waste transport and submit the permit modification to NMED.

Completion of the development, submittal, and approval by the NRC for shielded containers for RH waste transport and submittal of the permit modification to NMED will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 13: The Contractor shall complete the first shipment of RH TRU waste using the shielded container.

Completion of the first shipment of RH TRU waste using the shielded container will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 14(a): The Contractor shall complete the disposal of the first RH TRU waste canister of GE-VNC waste.

Completion of the disposal of first RH TRU waste canister of GE-VNC RH TRU waste canister will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 14(b): The Contractor shall complete the disposition of the remaining RH inventory from GE-VNC.

Completion of the disposition of the remaining RH inventory from GE-VNC will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 15: The Contractor shall characterize and ship the high MAR debris drums currently in AK, being repackaged by LANL.

Characterization and shipment of the high MAR (material at risk) debris drums currently in AK, being repackaged by LANL will earn the Contractor Exemption 4

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 16: Using the North American Industry Classification System (NAICS) rating system Industry Average (Code 562211 as the baseline), reward superior safety performance for WTS and its subcontractors (as defined in the Worker Safety & Health Program Description, 5/24/07) in FY08, FY09, and FY10 as follows:

- Maintain 1/3 or less of NAICS Dart Rate (.73 and lower) = 100% of total
- Maintain 1/3 to 1/2 of the NAICS DART Rate (greater than .73 to 1.1) = 50% of total
- Maintain less than NAICS DART Rate (greater than 1.1 to 2.2) = 25% of total
- Exceed NAICS rate (greater than 2.2) = 0% earned

By the each fiscal year (2008, 2009, 2010) maintaining 1/3 or less of NAICS Dart Rate (.73 and lower) will earn the

Contractor the maximum fee of **Exemption 4** By the end of each fiscal year (2008, 2009, 2010) year, maintaining 1/3 to 1/2 of the NAICS DART Rate (greater than .73 to 1.1) will earn the Contractor 50% of the maximum fee allocated to this metric or **Exemption 4** By the end of each fiscal year (2008, 2009, 2010), maintaining less than NAICS DART Rate (greater than 1.1 to 2.2) will earn the Contractor 25% of the maximum available fee allocated or **Exemption 4** By the end of each fiscal year (2008, 2009, 2010), exceeding the NAICS rate (greater than 2.2) will result in zero earnings for this metric.

The maximum amount of fee available to WTS under this metric during the term of the contract is **Exemption 4**

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: For non-SQS elements, for each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 2(a): WTS will request payment after the completion of disposal in WIPP of the first RH TRU waste canister from LANL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 2(b): WTS will request payment after completion of the disposal of the remaining 15 RH TRU waste canisters from LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will request payment after the issuance of the TRUPACT – III COC by the NRC as evidenced by the actual COC. CBFO will verify the request submitted by the Contractor by reviewing the NRC documentation furnished by WTS.

Payment Metric 4: WTS will request payment after the completion of disposition as LLW or TRU waste of the SRS total original drum inventory (27,525 drums) managed as CH TRU waste as evidenced by a verification report on the inventory by drum identification number showing the disposition and the WWIS information for the drums disposed of at WIPP. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Payment Metric 5(a): WTS will request payment after the completion of disposal of the first RH TRU waste canister from ANL based on the validated inventory list as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 5(b): WTS will request payment of the completion of disposal of the remaining 34 RH TRU waste canisters from ANL based on the validated inventory list as evidenced in by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 6: WTS will request payment after the completion of WIPP certification and shipment of the entire inventory of 550 RH drums at INL based on the validated inventory list as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 7(a): WTS will request payment after the completion of disposal of the first RH TRU waste canister from SRS as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 7(b): WTS will request payment after the disposition of the SRS total inventory managed as RH TRU waste as evidenced by a verification report on the remaining inventory by container identification number showing the disposition and the WWIS information for the RH TRU waste disposed of at WIPP. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Payment Metric 8: WTS will request payment after the completion of the disposal of three RH TRU waste canisters from a 10-160B shipping package as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 9(a): WTS will request payment after the completion of the first RH TRU waste canister from ORNL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 9(b): WTS will request payment after completion of each subsequent 50 m3 of RH waste certified and shipped from ORNL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 10: WTS will request payment after the completion of each of the seven specified tasks in Metric 10 for the WIPP Life Extension Upgraded as evidenced by project completion reports accepted by the WTS Assistant General Manager responsible for site operations. CBFO will verify the request submitted by the Contractor from a field review of project completion and review of the project completion reports.

Payment Metric 11: WTS will request payment after the reduction of GGT testing requirements for at least 40% of the nominal 5000 drum solid organic waste stream at INL based on the validated inventory list as evidenced by the validated inventory list and a verification report, by drum identification number, that demonstrates at least a 40% reduction for the waste stream of required GGT. CBFO will verify the request submitted by the Contractor by reviewing the documentation from the Contractor and using the WWIS database as appropriate.

Payment Metric 12: WTS will request payment for developing, submitting, and obtaining approval by the NRC for shielded containers for RH waste transport and for submittal of the permit modification to NMED. Verification for payment will be approval documentation by the NRC and submittal paperwork to the NMED.

Payment Metric 13: WTS will request payment for the first shipment of RH TRU waste using the shielded container as evidenced by the WWIS or another acceptable method. CBFO will verify the request submitted by the Contractor from information in the WWIS database or other acceptable documentation.

Payment Metric 14(a): WTS will request payment after the completion of disposal in WIPP of the first RH TRU waste canister from GE-VNC as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 14(b): WTS will request payment after completion of the disposal of the remaining RH inventory from GE-VNC as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 15: WTS will request payment for characterizing and shipping the high MAR debris drums currently in AK, being repackaged by LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 16: WTS will request a payment for the level of completion on DART rate when compared to the NAICS Dart Rate at the end of each fiscal year (2008, 2009, 2010).

DEFINITIONS:

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

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

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

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

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

DOE will provide large box NDA/NDE instrumentation.

DOE will provide shipping resources for disposal of TRU waste at WIPP necessary to meet the completion criteria for all Metrics above.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor must accomplish the TRU program objectives defined in the metrics above. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 2(a): (Completion) Fee shall be payable upon submittal of the documentation after completion of disposal in WIPP of the first RH TRU waste canister from LANL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 2(b): (Completion) Fee shall be payable after completion of the disposal of the remaining 15 RH TRU waste canisters from LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 3: (Completion Payment) Fee shall be payable upon submittal of documentation after the issuance of the TRUPACT - III COC by the NRC as evidenced by the actual COC. CBFO will verify the request submitted by the Contractor by reviewing the NRC documentation furnished by WTS.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of disposition as LLW or TRU waste of the validated inventory list of the SRS total original drum inventory (27,525 drums) managed as CH TRU waste as evidenced by the validated inventory list with a verification report on the inventory, by drum identification

number, showing the disposition and the WWIS information for the drums disposed of at WIPP. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Metric 5(a) : (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of the disposal of the first RH TRU waste canister from ANL. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 5(b): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of the disposal of the remaining 34 RH TRU waste canisters from ANL. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 6: (Completion Payment) Fee shall be payable upon submittal of documentation the completion of WIPP certification and shipment of the entire inventory of 550 RH drums at INL based on the validated inventory list as evidenced by the validated inventory list and the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 7(a): (Completion Payment) Fee shall be payable upon submittal of the disposal of the first RH TRU waste canister from SRS as evidenced by WWIS. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Metric 7(b): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of disposition of the validated inventory list of the SRS total inventory managed as RH TRU waste as evidenced by the validated inventory list with a verification report on the inventory remaining, showing the disposition and the WWIS information for the RH TRU waste disposed of at WIPP. CBFO will verify the request submitted by the Contractor by obtaining information from SRS and from information in the WWIS database.

Metric 8: (Completion) Fee shall be payable upon completion of the disposal of three RH TRU waste canisters from a 10-160B shipping package as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 9(a): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of shipment to WIPP of the first RH TRU waste canister from Oak Ridge as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 9(b): (Completion Payment) Fee shall be payable upon submittal of documentation after the completion of certification and shipment of each subsequent 50 m³ of RH waste from ORNL as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 10: (Completion Payment for each element) Fee shall be payable upon submittal of documentation after the completion of each of the specified tasks in Metric 10 for the WIPP Life Extension Upgraded as evidenced by project completion reports accepted by the WTS Assistant General Manager responsible for site operations. CBFO will verify the request submitted by the Contractor from a field review of project completion and review of the project completion reports.

Metric 11: (Completion Payment) Fee shall be payable upon submittal of documentation after the reduction of GGT testing requirements for at least 40% of the nominal 5000 drum solid organic waste stream at INL based on the validated inventory list as evidenced by the validated inventory list and a verification report, by drum identification number, that demonstrates at least a 40% reduction for the waste stream of required GGT. CBFO will verify the request submitted by the Contractor by reviewing the documentation from the Contractor and using the WWIS database as appropriate.

Metric 12: (Completion) Fee shall be payable upon developing, submitting, and obtaining approval by the NRC for shielded containers for RH waste transport and for submittal of the permit modification to NMED. Verification for payment will be approval documentation by the NRC and submittal paperwork to the NMED.

Metric 13: (Completion) Fee shall be payable upon completion of the first shipment of RH TRU waste using the shielded container as evidenced by the WWIS or other acceptable method.. CBFO will verify the request submitted by the Contractor from information in the WWIS database or other acceptable documentation.

Metric 14(a): (Competition) Fee shall be payable upon completion of disposal in WIPP of the first RH TRU waste canister from GE-VNC as evidenced by the WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 14(b): (Completion) Fee shall be payable upon completion of the disposal of the remaining RH inventory from GE-VNC as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 15: (Completion) Fee shall be payable upon characterizing and shipping the high MAR debris drums currently in AK, being repackaged by LANL as evidenced by WWIS. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Metric 16: (Completion) Fee shall be payable based on level of completion on DART rate when compared to the NAICS Dart Rate at the end of each fiscal year (2008, 2009, 2010).

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

The maximum fee earnings for each metric in this PBI is included in the metric description in the previous Section IV – Performance Measure.

The fee included in the fee pool associated with PBI #3 may be earned at any time during the contract period to September 30, 2010. However, for each fiscal year during the term of the contract, the Contractor and CBFO will agree on the maximum amount of fee that may be paid during the fiscal year for the option period and PBI #3. If the Contractor and CBFO do not agree on the maximum fee pool fee potential for a fiscal year, CBFO may make a unilateral determination for that fiscal year. If fee is earned under PBI #3 in a given fiscal year but not paid in that fiscal year, then it may be paid in subsequent fiscal years. However, the work shall not extend beyond September 30, 2010.

This PBI will be reviewed by DOE-CBFO annually beginning in FY08 to determine the metrics still represent the highest level of priority for CBFO and the metrics applicability for continuation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO M134	3. EFFECTIVE DATE Feb 1, 2008	4. REQUISITION/PURCHASE REQ NO N/A	5. PROJECT NO. (if applicable) N/A	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (if other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO		
CODE _____ FACILITY CODE _____		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)
NOT A FUNDING ACTION

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

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

See following page:

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

15A. NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	
15C. DATE SIGNED 7-22-08		16C. DATE SIGNED 7/23/2008	
NOV 13 2007 15:25:07 PREVIOUS EDITION UNUSABLE MS ()		30-105 STANDARD FORM 30 (REV 10-83) temp03 dot Prescribed by GSA FAR (48 CFR) 53.243	

RATING PLAN

Contract Number: DE-AC29-01AL66444
Section J, Attachment D, Enclosure 3
PBI Number 1 - AL-66444
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- a. The purposes of this modification are as follows:
- 1) Revise Performance Based Incentive (PBI) #1 to Revision 3 dated February 1, 2008.
 - 2) Reduce the value of PBI #1 by ~~Exemption 4~~ from ~~Exemption 4~~ to ~~Exemption 4~~ because PBI #4 used these funds for the retrieval of the errant drum.
- b. As a result of the aforementioned purposes, the contract is changed as follows:
- 1) PBI # 1, Revision 2 dated July 8, 2006 is deleted in its entirety with an end date of January 31, 2008.
 - 2) PBI # 1, Revision 3 dated February 1, 2008 attached hereto is hereby incorporated into the contract as a revised performance incentive effective February 1, 2008.
- c. **CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):** In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost change incorporated hereto, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

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GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP
Revision Number and Date: Revision 3 Feb 1, 2008

SECTION II – ACCOUNTING/PROJECT INFORMATION

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

Exemption 4

Maximum Available Incentive Fee
Associated with this Measure:

Exemption 4

CBFO Management Control Packages.

SECTION III – INCENTIVE INFORMATION

Incentive type: Base Stretch Super Stretch
Difficulty: High Medium Low
Duration: Annual Multi-year
Fee Payment type: Completion Progress Provisional

SECTION IV - PERFORMANCE MEASURE

Description:

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

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

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

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

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

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

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

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

SQS fee earnings are as follows.

For each SQS with RH TRU Waste greater than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with RH TRU Waste less than 50 cubic meters in volume:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and greater than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

For each SQS with no RH TRU waste and less than 200 cubic meters of CH TRU waste:

Completion of the cleanup will earn the Contractor Exemption 4 fee.

Completion of disposal will earn the Contractor Exemption 4 fee.

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn 75% of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid 50% of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid 50% of the fee amount above for completion of the cleanup and 50% of the fee amount above for proper waste disposal of the remaining waste at those sites.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4

Metric 2: The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database (Note: This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

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For each cubic meter of CH disposed at WIPP under Metric 2, a fee of [Exempt 4] will be earned.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is [Exempt 4].

Metric 3: The Contractor's performance will be measured for its success in identifying cubic meters of waste currently managed as TRU waste where a more cost effective disposal option exists. 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.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The estimated amount of fee required to fund under this metric during the term of the contract is

[Exempt 4]

Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP.

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor [Exempt 4] in fee.

The maximum amount of fee available to WTS under this metric during the term of the contract is

[Exempt 4]

Metric 5: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring multiple Non-destructive Assays (NDAs) requiring different equipment configurations; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; (e) containers with greater than 99 Fissile Gram Equivalents (FGE); (f) containers which contain classified components and (g) containers which require visual examination either because the waste is newly generated or because the objectives of RTR cannot be met.

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of [Exempt 4] will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee required to fund this metric during the term of the contract is [Exempt 4].

Metric 6: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site) approved by CBFO.

For each cubic meter where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site), a fee of [Exempt 4] will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is [Exempt 4].

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Metric 7: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from inefficient waste streams where WTS provides characterization services and shipping to WIPP for disposal. Inefficient waste streams are defined as TRU waste meeting one or more of the following criteria: (a) originating from waste streams with fewer than 250 containers; (b) waste streams with initial rejection rates exceeding 20% through Real Time Radiography (RTR); (c) containers with shipments where the shipment payload is limited by transportation requirements; and (d) containers which require overpacking.

*For each cubic meter of waste from inefficient CH waste streams removed from a generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of **Exempt 4** will be earned in addition to the base fee earned under PBI #1, Metric 1.*

*The estimated amount of fee to fund this metric during the term of the contract is **Exempt 4**.*

Metric 8: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP.

*For each cubic meter of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP, a fee of **Exempt 4** will be earned.*

*The estimated amount of fee required to fund this metric during the term of the contract is **Exempt 4**.*

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: For non-SQS elements, each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites

For SQS elements, WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table on the next page. The table shall be updated by CBFO at the start of each fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 9/1/06 are as indicated below*:

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Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab – IL	0	25
MFC at INL	0	305.6
Bettis Atomic Power Lab - NY	25	2.7
Framatome (AREVA) – WA	7.3	0
GE-VNC – CA		12.5
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab – NFS - TN	0	0
Lawrence Livermore National Lab - CA	162	0
NRD, LLC – NY		14.21
Nevada Test Site - NV	309	42
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0

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

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed of in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

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

Payment Metric 5: Each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 6: Each month waste has been partially characterized or transported by WTS and removed from a generator site to a DOE-approved site other than WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS),

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non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 7: Each month inefficient CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of inefficient CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of inefficient waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 8: Each month waste has been partially characterized or transported by WTS and removed from a generator site to WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

DEFINITIONS:

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

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

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

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

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WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

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

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract.

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: (In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.

Note: WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) For non-SQS elements, fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

For SQS elements, fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS' waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS to achieve the result.

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Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

Metric 5: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 6: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory, to a non-WIPP DOE-approved site, times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 7: (Completion Payment) Incremental fee shall be payable per cubic meter of inefficient TRU waste removed from inventory times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 8: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory to WIPP times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

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SECTION VI - EARNINGS SCHEDULE

*List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned.
(Schedule identifies point(s) at which fee may be earned - does not define completion.)*

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to update the SQS table as necessary and determine applicability for continuation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO A135	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. 29-2008-A1.66444.007	5 PROJECT NO. (If applicable)
6 ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A. AMENDMENT OF SOLICITATION NO	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO DE-AC29-01AL66444	
		10B DATED (SEE ITEM 13) 12/14/2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

01250	2005	33	490003	25400	1110630	0000442	\$	43,258.36	XID=22939
01250	2005	33	490003	25400	1110954	0000442	\$	10,521.00	XID=20868
01250	2006	33	490003	25400	1110954	0000442	\$	193,692.00	XID=23709
01250	2008	33	490003	25400	1111094	0000441	\$	4,000.00	XID=21261
00900	2008	33	490003	25400	2221775		\$	20,000.00	XID=21251
01751	2007	33	490003	25400	1111305	0003899	\$	120,000.00	XID=26910
TOTAL INCREASE:							\$	391,471.36	*

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) Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"

b. 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 \$391,471.36 in funding to the contract. This change is cited in the above block 12 data being appended to the contract and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,088,765,173.09
Funds Obligated by this Modification	391,471.36
Funds Obligated since Inception of Contract	\$1,089,156,644.45

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED 7/21/2008
BY _____ (Signature of person authorized to sign)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF 1 PAGES 1

2. AMENDMENT/MODIFICATION NO. **A136** 3. EFFECTIVE DATE *See Block 18C* 4. REQUISITION/PURCHASE REQ. NO. **28-2008-AL66444.008** 5. PROJECT NO. (if applicable) _____

ISSUED BY CODE _____ 7. ADMINISTERED BY (if other than Item 6) CODE _____
 U.S. Department of Energy
 EM- Consolidated Business Center
 250 E. Fifth Street
 Suite 500
 Cincinnati, OH 45202
 Michael Sedgbeber, Contract Specialist (513) 246-0499
 U.S. Department of Energy
 Carlsbad Field Office
 P.O. Box 3090
 Carlsbad, NM 88220

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and 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-AC29-001AL66444**
 10B. DATED (SEE ITEM 13) **12/14/2000**
 CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers IS is not extended. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
 01250.2005.33.490003.28400.1110630.0000442.00000000.00000000 (\$28,954.78)

13. THIS 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) **Incremental Funding - DEAR 970.5204-15 Entitled - "Obligation of Funds" FAR 43.103(a)-Modifications**
- E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office

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

The purpose of this Modification is to decrease the total amount obligated by \$28,954.78 in Program Type 1110630.

Funds Obligated through last Modification	\$1,089,158,844.45
Funds Obligated by this Modification	(\$28,954.78)
Funds Obligated since Inception of Contract	\$1,089,127,689.67

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 (C. H. Hess)
 Chief Financial Officer
 Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
 15C. DATE SIGNED **7/29/08**
 16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 David H. Hess
 Title: Contracting Officer
 Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
 16C. DATE SIGNED **7/29/08**

2. AMENDMENT/MODIFICATION NO. **A137** | 3. EFFECTIVE DATE **See Block 16C** | 4. REQUISITION/PURCHASE REF **29-2008-AL66444.009** | 5. PROJECT NO (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220** | CODE | FACILITY CODE | 9A. AMENDMENT OF SOLICITATION NO | 9B. DATED (SEE ITEM 11) | 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC29-01AL66444** | 10B. DATED (SEE ITEM 13) **12/14/2008**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
01250 2008 33 490003 25400 1110956 0003804 \$ 3,818,130.00 XID=21257

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): **Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"**

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to obligate \$3,818,130.00 in funding to the contract. This change is cited in the above block 12 data being appended to the contract and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,089,127,689.67
Funds Obligated by this Modification	3,818,130.00
Funds Obligated since Inception of Contract	\$1,092,945,819.67

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

15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Arthur L. Welton, Contracting Officer

15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information" | 16C. DATE SIGNED **8/22/2008**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2 AMENDMENT/MODIFICATION NO A138	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ 29-2008-A1.66444.010 29-2008-A1.66444.011	5 PROJECT NO (if applicable)	
6 ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7 ADMINISTERED BY (if other than item 6)	CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, state ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A AMENDMENT OF SOLICITATION NO	
CODE			9B DATED (SEE ITEM 11)	
FACILITY CODE			10A MODIFICATION OF CONTRACT/ORDER NO DE-AC'29-01A1.66444	
			10B DATED (SEE ITEM 11) 12/14/2000	

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)

01250	2008	33	490003	25400	1110956	0003804	\$482,000.00	XID = 21257
01250	2006	33	490003	25400	1110957	0000443	\$ 36,477.27	XID = 23097
00550	2005	33	490003	25400	1004359		(\$ 192.09)	XID = 23699
01250	2005	33	490003	25400	1110555	0000700	(\$2,405.00)	XID = 26191
Total:							\$515,880.18	

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) **Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"**

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by U.C.I. section headings, including solicitation/contract subject matter where feasible)
 The purpose of this modification is to obligate \$515,880.18 in funding to the contract. This change is cited in the above block 12 data being appended to the contract and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,092,945,819.67
Funds Obligated by this Modification	515,880.18
Funds Obligated since Inception of Contract	\$1,093,461,699.85

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer
15B CONTRACTOR OFFICER BY _____ (Signature of person authorized to sign)	15C DATE SIGNED Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
	16C DATE SIGNED 9/25/2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2 AMENDMENT/MODIFICATION NO M139	3 EFFECTIVE DATE September 11, 2008	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO (If applicable) N/A
6 ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7 ADMINISTERED BY (if other than item 6) CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A AMENDMENT OF SOLICITATION NO	
		9B DATED (SFF ITEM 11)	
		10A MODIFICATION OF CONTRACT/ORDER NO DE-AC29-01AL66444	
		10B DATED (SFF ITEM 13) December 14, 2000	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
NOT A FUNDING ACTION

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

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 Mutual Agreement of the Parties

D OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY)

E IMPORTANT Contractor is not, is required to sign this document and return Three (3) copies to the issuing office

See following page:

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

15A NAME AND TITLE OF SIGNER (Type or print) M. F. Sharif, President and General Manager	15C DATE SIGNED 10/2/08	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	16C DATE SIGNED 10/2/08
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Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

a. The purposes of this modification are as follows:

- 1) In consideration for the Government not withholding fee for the services to prepare, retrieve and return drum LAS817175 to Los Alamos National Laboratories for nonconformance with the Contractor's Central Characterization Project (CCP) procedures; the Contractor shall not request an equitable adjustment for any lost fee due to drum LAS817175
- 2) Update Performance Based Incentive (PBI) #1 to Revision 4 dated September 11, 2008.
- 3) Revise Section J, Attachment F to update the key personnel on contract

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

- 1) As attached on pages 11 and 19 of Section II herein, Section II, Clause H-41 entitled, "Release of Equitable Adjustment on Drum LAS817175" is incorporated into the contract as follows:

II 41 RELEASE OF EQUITABLE ADJUSTMENT ON DRUM LAS817175

In consideration for the Government not withholding fee for the services to prepare, retrieve and return drum LAS817175 to Los Alamos National Laboratories for nonconformance with the Contractor's Central Characterization Project (CCP) procedures, the Contractor shall not request an equitable adjustment for any lost fee due to drum LAS817175.

- 2) Section J, Attachment D, Enclosure 3, PBI # 1, Revision 3 dated February 1, 2008 is deleted in its entirety with an end date of September 10, 2008.
- 3) Section J, Attachment D, Enclosure 3, PBI # 1, Revision 4 dated September 11, 2008 attached hereto is hereby incorporated into the contract as a revised performance incentive effective September 11, 2008
- 4) Section J, Attachment F is deleted in its entirety and Section J, Attachment F attached hereto is incorporated into the contract.

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

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H.11	APPROVAL OF EXPENDITURES	3
H.12	RESERVED (PUBLIC AFFAIRS DELETED M016 – SEE NEW CLAUSE I.70)	4
H.13	ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS	4
H.14	PRIVACY ACT SYSTEMS OF RECORDS	4
H.15	RESERVED (LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS DELETED M016 – SEE NEW CLAUSE I.117)	4
H.16	UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)	4
H.17	TECHNICAL DIRECTION	5
H.18	RESERVED (COMMUNITY COMMITMENT DELETED M016 – SEE NEW CLAUSE I.105)	6
H.19	CONTRACTOR EMPLOYEES/NON-CONTRACT ACTIVITIES	6
H.20	CONTRACTOR'S MANAGERIAL PERSONNEL	8
H.21	KEY PERSONNEL	8
H.22	RESERVED	8
H.23	RESERVED (PERFORMANCE IMPROVEMENT AND COLLABORATION DELETED M016 – SEE NEW CLAUSE I.86)	8
H.24	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS	8
H.25	TRAVEL RESTRICTIONS	8
H.26	LIMITATION OF LONG TERM LIABILITY REGARDING PERSONNEL COSTS (M016)	9
H.27	ADVANCE UNDERSTANDING ON HUMAN RESOURCES FOR WIPP	9
H.28	THIRD PARTIES	12
H.29	REPORTING REQUIREMENTS	12
H.30	DEFENSE NUCLEAR FACILITIES SAFETY BOARD	14
H.31	WORK ALLOCATION	14
H.32	SEPARATE CORPORATE ENTITY	15
H.33	RESPONSIBLE CORPORATE OFFICIAL	15
H.34	PERFORMANCE GUARANTEE	15
H.35	CONFIDENTIALITY OF INFORMATION	16
H.36	AUTHORIZATION AND CONSENT – RESEARCH AND DEVELOPMENT SUBCONTRACTS	17
H.37	AGREEMENT REGARDING PATENT AND DATA CLAUSES	17
H.38	RESERVED (PATENT INDEMNITY – SUBCONTRACTS DELETED M016 – SEE NEW CLAUSE I.108)	17
H.39	REFUND OF ROYALTIES	17
H.40	PERFORMANCE OF WORK AT DOE FACILITIES AND SITES OTHER THAN WIPP (M020)	19
H.41	RELEASE OF EQUITABLE ADJUSTMENT ON DRUM LAS817175	19

- (f) The Contracting Officer shall reduce the contract price to the extent any royalties that are included in the contract price are not, in fact, paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the Government and allocable to the contract. The Contractor agrees to repay or credit the Government accordingly, as the Contracting Officer directs. Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to, a patent or the proprietary nature of data pursuant to which a royalty or other payment is to be or has been made.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor must promptly notify the Contracting Office of that fact and must promptly reimburse the Government in a corresponding amount.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (f), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

H.40 PERFORMANCE OF WORK AT DOE FACILITIES AND SITES OTHER THAN WIPP (M020)

When performing work under this Contract at DOE facilities and sites other than the Waste Isolation Pilot Plant (WIPP), the Contractor shall comply with and follow the List of Applicable Directives set forth in Part III, Section J, Attachment H, of the Contract and any additional directives which have been established for the DOE Prime Contractor at the DOE facility/site and that are applicable to the work being performed and to associated hazards at the particular facility or site.

H.41 RELEASE OF EQUITABLE ADJUSTMENT ON DRUM LAS817175 (M139)

In consideration for the Government not withholding fee for the services to prepare, retrieve and return drum LAS817175 to Los Alamos National Laboratories for nonconformance with the Contractor's Central Characterization Project (CCP) procedures; the Contractor shall not request an equitable adjustment for any lost fee due to drum LAS817175.

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GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2005 through 9/30/2010
Performance Incentive Short Title: Risk Reduction of TRU Waste and Disposal at WIPP
Revision Number and Date: Revision 4, 9/11/08

SECTION II – ACCOUNTING/PROJECT INFORMATION

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

SECTION III – INCENTIVE INFORMATION

Incentive type: Base Stretch Super Stretch
Difficulty: High Medium Low
Duration: Annual Multi-year
Fee Payment type: Completion Progress Provisional

SECTION IV - PERFORMANCE MEASURE

Description:

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

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

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

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

For each cubic meter of CH waste removed from generator site inventory, transported, and disposed of at

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WIPP under Metric 1, a fee of Exemption 4 will be earned.

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

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

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

SQS fee earnings are as follows.

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

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

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

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

After the TRU waste from a site has been cleaned up and the fee has been paid in the period of FY03 to FY10, if additional defense TRU waste is discovered during FY06 to FY10, the Contractor can earn 75% of the fee above based on the type and quantity of the new TRU waste discovered. If additional defense TRU waste is discovered more than once for a completed site during FY06 to FY10, the Contractor is obligated to remove it and dispose of it properly with the amount of fee to be paid to be the subject of additional discussion between CBFO and the Contractor after the submittal of the Contractor work plan for the effort. For sites where the Contractor was paid 50% of the CH fee amount for partial cleanup in FY05 (i.e. Argonne, Lawrence Livermore, MFC at Idaho National Laboratory, and the Nevada Test Site), the Contractor will be paid 50% of the fee amount above for completion of the cleanup and 50% of the fee amount above for proper waste disposal of the remaining waste at those sites.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4.

Metric 2 The Contractor's performance will be measured quarterly for its success in the safe and compliant disposal at WIPP of cubic meters of TRU waste from sites where WTS does not provide characterization services, as indicated in the WWIS database. (Note. This is based on compaction of approximately 25,000 cubic meters of inventory at Idaho AMWTP to 11,500 cubic meters of disposal of CH TRU waste at WIPP.)

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For each cubic meter of CH disposed at WIPP under Metric 2, a fee of Exempt 4 will be earned.

The estimated amount of fee required to fund all elements under this metric during the term of the contract is Exemption 4

Metric 3. The Contractor's performance will be measured for its success in identifying cubic meters of waste currently managed as TRU waste where a more cost effective disposal option exists. 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.

To earn fee under this metric, WTS must perform meaningful work, such as developing documentation to demonstrate that the waste being managed as TRU is actually low-level waste, mixed low-level waste, or other non-TRU waste forms with a demonstration that a more cost effective disposal option exists at the time of request for fee payment, and developing documentation to demonstrate that the waste has been removed from TRU waste management at the generator site or disposed of as non-TRU waste. WTS must submit a work plan and description for CBFO approval for each initiative under this metric.

The estimated amount of fee required to fund under this metric during the term of the contract is Exemption 4

Metric 4: The contractor will dispose of a minimum of one RH waste shipment at WIPP

The completion of disposal of at least one shipment of RH waste in the WIPP repository will earn the Contractor Exemption 4 in fee.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4

Metric 5: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of difficult CH waste from generator sites' inventory where WTS provides characterization services and shipping to WIPP for disposal. Difficult waste is defined as TRU waste meeting one or more of the following criteria: (a) containers with TRUCON codes which require a reduced shipping period of 5, 10, or 20 days; (b) containers requiring multiple Non-destructive Assays (NDAs) requiring different equipment configurations; (c) drums requiring Gas Generation Testing (GGT); (d) containers with greater than 79 plutonium-equivalent curies; (e) containers with greater than 99 Fissile Gram Equivalents (FGE); (f) containers which contain classified components and (g) containers which require visual examination either because the waste is newly generated or because the objectives of RTR cannot be met.

For each cubic meter of difficult CH waste removed from generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of Exempt 4 will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee required to fund this metric during the term of the contract is Exemption 4

Metric 6 The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from generator sites' inventory where WTS provides partial characterization or transportation services to a consolidation site (non-WIPP site) approved by CBFO.

For each cubic meter where WTS provides partial characterization or transportation services to a consolidation site (non WIPP site), a fee of Exempt 4 will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is Exemption 4

Metric 7: The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste from inefficient waste streams where WTS provides

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characterization services and shipping to WIPP for disposal. Inefficient waste streams are defined as TRU waste meeting one or more of the following criteria: (a) originating from waste streams with fewer than 250 containers; (b) waste streams with initial rejection rates exceeding 20% through Real Time Radiography (RTR); (c) containers with shipments where the shipment payload is limited by transportation requirements; and (d) containers which require overpacking.

For each cubic meter of waste from inefficient CH waste streams removed from a generator site inventory, WIPP certified by WTS, transported, and disposed of at WIPP under Metric 1, an incremental fee of Exemption 4 will be earned in addition to the base fee earned under PBI #1, Metric 1.

The estimated amount of fee to fund this metric during the term of the contract is Exemption 4.

Metric 8. The Contractor's performance will be measured quarterly for its success in the safe and compliant removal of cubic meters of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP.

For each cubic meter of waste where WTS provides partial characterization or transportation services for disposal of the waste at WIPP, a fee of Exemption 4 will be earned.

The estimated amount of fee required to fund this metric during the term of the contract is Exemption 4.

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.

None

DEFINE COMPLETION: Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.

Payment Metric 1: For non-SQS elements, each month TRU waste that has been retrieved, characterized and approved for shipment will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste removed from generator site inventory for those sites where WTS provides characterization services and disposal at WIPP. CBFO will verify the request submitted by the Contractor from information in the WWIS database or by verification documentation from the generator sites.

For SQS elements, WTS will submit a request for payment to CBFO after cleanup or disposal of all defense TRU waste at an SQS listed below is completed, based on the minimum quantities of waste contained in the waste inventory table on the next page. The table shall be updated by CBFO at the start of each fiscal year beginning with FY06 during the term of the contract for sites where work has not yet begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 9/1/06 are as indicated below*

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Small Quantity Site	CH Volume (m ³)	RH Volume (m ³)
Argonne National Lab – IL	0	25
MFC at INL	0	305.6
Bettis Atomic Power Lab - NY	25	27
Framatome (AREVA) – WA	7.3	0
GE-VNC – CA		12.5
Knolls Atomic Power Laboratories - NY	Future D&D - TBD	3.1
Knolls Atomic Power Lab – NFS - TN	0	0
Lawrence Livermore National Lab - CA	162	0
NRD, LLC – NY		14.21
Nevada Test Site - NV	309	.42
Paducah Gaseous Diffusion Plant - OH	TBD	TBD
Sandia National Laboratories - NM	26.3	4.4
Separations Process Research Unit NY	50.1	0
USAMC	.21	

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

Payment Metric 2: Each month TRU waste that has been retrieved, characterized and approved for shipment by generator sites will be transported and disposed of at WIPP. WTS will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the total cubic meters of TRU waste disposed of in the WIPP underground repository. CBFO will verify the request submitted by the Contractor from information in the WWIS database.

Payment Metric 3: WTS will submit an invoice for payment at the end of the applicable quarter to CBFO that documents its identification of the total cubic meters of waste managed as TRU waste where a more cost effective disposal option exists in accordance with Metric 3.

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

Payment Metric 5: Each month difficult CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of difficult CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of difficult waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 6: Each month waste has been partially characterized or transported by WTS and removed from a generator site to a DOE-approved site other than WIPP, WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic

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meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 7: Each month inefficient CH TRU waste has been characterized and approved for shipment by WTS and is transported and disposed of at WIPP; WTS will submit requests for progress payment of 85% of the incremental fee earned monthly under this metric. The total incremental fee earned will be finalized after the end of the applicable quarter, at which time the withheld fee for the quarter will also be due. The request for payment shall document the total cubic meters of inefficient CH TRU waste removed from generator site inventories for those sites where WTS provides characterization services and disposal at WIPP in the WIPP Waste Information System (WWIS). Documentation of inefficient waste status can be by container number from the WWIS, Non-Conformance Reports (NCRs), characterization data sheets, or CCP Project Tracking System reports. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

Payment Metric 8: Each month waste has been partially characterized or transported by WTS and removed from a generator site to WIPP. WTS will submit requests for progress payment of 85% of the fee earned monthly under this metric. The withheld fee for the previous two months will be due at the end of the quarter. The request for payment shall document the total cubic meters of partially characterized or transported waste in the WIPP Waste Information System (WWIS), non-conformance reports, characterization data sheets, or the WTS Project Tracking System. CBFO will verify the request submitted by the Contractor from information in the WWIS database and supplied documentation, or by verification documentation from the generator sites.

DEFINITIONS:

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

Clean up or Cleanup: A site is cleaned up when no defense TRU waste remains on the site. Wastes that fit this definition include: CH TRU, RH TRU, CH TRU mixed, RH TRU mixed, and other waste managed as TRU waste.

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc.

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

Small Quantity Sites (SQS): The generator or storage sites in addition to Idaho National Laboratory, Hanford, Savannah River, Oak Ridge, and Los Alamos National Laboratory.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

Waste Managed as TRU: Waste, suspected of being defense TRU waste, being actively managed by the generator as TRU waste.

WIPP: Waste Isolation Pilot Plant

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WTS: Washington TRU Solutions, the Contractor

WWIS: WIPP Waste Information System

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

DOE will provide large box NDA/NDE instrumentation.

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the cleanup objectives defined in the metrics above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract

A minimum level of performance for this PBI in any fiscal year is the disposal of 4,000 cubic meters of TRU waste at WIPP. Performance below that level may result in the HCA invoking provisions of the CPOF clause of the contract.

COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note. WTS will provide documentation to the Contracting Officer as follows:

Metric 1: (Completion Payment) For non-SQS elements, fee shall be payable per cubic meter of TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter

For SQS elements, fee shall be payable upon submittal of appropriate documentation supporting the cleanup of each SQS and/or the disposal of each SQS' waste at the applicable fee for sites completed. Documentation to support completion will be based on volumes contained herein or other data acceptable to the Contracting Officer. WTS must document the extent and scope of the work done by WTS to achieve the result

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Metric 2: (Completion Payment) Fee shall be payable per cubic meter of TRU waste disposed of at WIPP for those sites where WTS does not provide characterization services times the applicable fee per cubic meter upon submittal quarterly of appropriate documentation from the WWIS database. Fee shall be provisionally payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 3: (Completion Payment) The Contractor will submit quarterly, a letter report documenting the successful identification of cubic meters of waste currently managed as TRU waste where a more cost-effective disposal option exists. The documentation must also demonstrate that the waste had been actively managed as TRU and has been removed from management as TRU waste, a disposal option does exist that is more cost-effective than the current year's disposal cost at WIPP when fee payment is requested (i.e., unit cost of disposal at WIPP if the full nominal capability to dispose of waste at WIPP were utilized), and the extent and scope of the work done by WTS to achieve the result. CBFO will verify the documentation submitted by the Contractor and/or verification and documentation from the generator site.

Metric 4: (Completion Payment) Fee shall be payable upon submittal of documentation that conclusively proves the disposal of at least one shipment of RH waste at WIPP. This documentation will be based on the WWIS database and may include pictures of the actual disposal of the first shipment.

Metric 5: (Completion Payment) Incremental fee shall be payable per cubic meter of difficult TRU waste removed from inventory from those sites where WTS provides characterization services times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 6: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory, to a non-WIPP DOE-approved site, times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 7: (Completion Payment) Incremental fee shall be payable per cubic meter of inefficient TRU waste removed from inventory times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

Metric 8: (Completion Payment) Fee shall be payable per cubic meter of partially characterized or transported TRU waste from inventory to WIPP times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database, non-conformance reports, characterization data sheets, or the WTS Project Tracking System. Progress payments of fee shall be payable monthly, based on 85% of the total fee earned for cubic meters of TRU waste inventory disposed at WIPP. The balance of the total fee earned will be due at the end of each quarter.

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SECTION VI - EARNINGS SCHEDULE

*List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned.
(Schedule identifies point(s) at which fee may be earned - does not define completion.)*

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to update the SQS table as necessary and determine applicability for continuation.

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

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL

(M006, M012, M026, M040, M058, M066, M086, M087, M094, M118, M139)

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

TITLE	NAME
Chairman, WTS Members Committee	Dave Pethick
President and General Manager	Farok Sharif
Deputy General Manager	Patrick D. Yocum
Manager, Site Operations and Disposal	Wesley H. Bryan
Manager, Retrieval, Characterization, and Transportation	David H. Haar
Engineering Manager and Chief Nuclear Engineer	David W. Freeman
Manager, Safety and Health	Robert A. Brounstein
Manager, Quality Assurance	Jon E. Hoff

2 AMENDMENT/MODIFICATION NO A140	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ 29-2009-A1 66444.001	5 PROJECT NO <i>(if applicable)</i>
6 ISSUED BY U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090		7 ADMINISTERED BY <i>(if other than Item 6)</i> (CODE)	
8 NAME AND ADDRESS OF CONTRACTOR (No street, county, state, ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		9A AMENDMENT OF SOLICITATION NO	
CODE		9B DATED (SEE ITEM 13)	
FACILITY CODE		10A MODIFICATION OF CONTRACT ORDER NO DE-AC 29-01AL66444	
		10B DATED (SEE ITEM 13) 12/14/2000	

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12 ACCOUNTING AND APPROPRIATION DATA *(if required)*

01250	2009	33	490003	25400	1110954	0000442	\$25,839,899.00	XID = 29119
01250	2009	33	490003	25400	1110956	0003804	7,472,154.00	XID = 29120
01250	2009	33	490003	25400	1110957	0000443	2,124,000.00	XID = 29121
01250	2009	33	490003	25400	1110464	0000712	700.00	XID = 29122
01250	2009	33	490003	25400	1111094	0000441	1,795,015.00	XID = 29123
01250	2009	33	490003	25400	1111095	0000441	103,196.00	XID = 29124
01250	2009	33	490003	25400	1111097	0000441	118,612.00	XID = 29125
01250	2009	33	490003	25400	1111098	0000441	18,841.00	XID = 29126
01250	2009	33	490003	25400	1111102	0000441	158,434.00	XID = 29127
01250	2005	33	490003	25400	1110676	0000450	(252,859.94)	XID = 29128
Total:							\$37,377,991.06	

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)* Incremental funding - DEAR 970 5204-15 entitled, "Obligation of Funds"

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCI section headings, including solicitation, contract subject matter where feasible)*
 The purpose of this modification is to obligate \$37,377,991.06 in funding to the contract. This change is cited in the above block 12 data being appended to the contract and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,093,461,699.85
Funds Obligated by this Modification	37,377,991.06
Funds Obligated since Inception of Contract	\$1,130,839,690.91

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 <i>(Type or print)</i>	16A NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> Arthur L. Welton, Contracting Officer
15B CONTRACTOR OFFEROR	15C DATE SIGNED Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
BY _____ <i>(Signature of person authorized to sign)</i>	16C DATE SIGNED 10/17/08

2 AMENDMENT/MODIFICATION NO: **A141**
 3 EFFECTIVE DATE: **See Block 16C**
 4 REQUISITION/PURCHASE REQ: **29-2009-AL66444.002**
 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: FACILITY CODE:
 7 ADMINISTERED BY (If other than Item 6) CODE:

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

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
01250 2005 33 490003 25400 1110601 0002175 (6,250.00) XID = 34057

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
 IF 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) **Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"**

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 The purpose of this modification is to de-obligate \$6,250.00 in funding to the contract. This change is cited in the above block 12 data being appended to the contract and a decrease to the total contract obligations listed below

Funds Obligated through last Modification	\$1,130,839,690.91
Funds Obligated by this Modification	-6,250.00
Funds Obligated since Inception of Contract	\$1,130,833,440.91

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

15A NAME AND TITLE OF SIGNER (Type or print):
 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print):
Arthur L. Welton, Contracting Officer

15B CONTRACTOR/OFFEROR: BY _____
 (Signature of person authorized to sign)
 15C DATE SIGNED:
 Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
 16C DATE SIGNED:
11/19/03

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

2 AMENDMENT/MODIFICATION NO **M142** 3 EFFECTIVE DATE **October 23, 2008** 4 REQUISITION/PURCHASE REQ NO N/A 5 PROJECT NO (If applicable) N/A

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

8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, state, ZIP Code) **Washington TRU Solutions LLC
P.O. Box 2078
Carlsbad, NM 88220**

9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO

DE-AC29-01AL66444

10B DATED (SEE ITEM 13)

December 14, 2000

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT A FUNDING ACTION

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

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

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

X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties

D OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

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

See following page:

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

15A NAME AND TITLE OF SIGNER (Type or print) **M. F. Sharif, President and General Manager** 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **Arthur L. Welton, Contracting Officer**

Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

15C DATE SIGNED

Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

16C DATE SIGNED
12/15/2008

a. The purposes of this modification are as follows:

- 1) In consideration for the Government incorporating Performance Based Incentive 5 entitled, "Sustained Reliability and Availability of the WIPP Fire Suppression System," the Contractor shall not request an equitable adjustment for any lost fee due to the water outage in fiscal year 2008.
- 2) Incorporate Performance Based Incentive (PBI) #5 entitled, "Sustained Reliability and Availability of the WIPP Fire Suppression System," dated October 23, 2008 into the contract.

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

- 1) As attached on pages 11 and 19 of Section H herein, Section H, Clause H-42 entitled, "Release of Equitable Adjustment for Water Outage During Government Fiscal Year 2008" is incorporated into the contract as follows:

H-42 RELEASE OF EQUITABLE ADJUSTMENT FOR WATER OUTAGE DURING FISCAL YEAR 2008

In consideration for the Government incorporating Performance Based Incentive 5 entitled, "Sustained Reliability and Availability of the WIPP Fire Suppression System," the Contractor shall not request an equitable adjustment for any lost fee due to the water outage in government fiscal year 2008.

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

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- (f) The Contracting Officer shall reduce the contract price to the extent any royalties that are included in the contract price are not, in fact, paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the Government and allocable to the contract. The Contractor agrees to repay or credit the Government accordingly, as the Contracting Officer directs. Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to, a patent or the proprietary nature of data pursuant to which a royalty or other payment is to be or has been made.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor must promptly notify the Contracting Office of that fact and must promptly reimburse the Government in a corresponding amount.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (f), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

H.40 PERFORMANCE OF WORK AT DOE FACILITIES AND SITES OTHER THAN WIPP (M020)

When performing work under this Contract at DOE facilities and sites other than the Waste Isolation Pilot Plant (WIPP), the Contractor shall comply with and follow the List of Applicable Directives set forth in Part III, Section J, Attachment H, of the Contract and any additional directives which have been established for the DOE Prime Contractor at the DOE facility/site and that are applicable to the work being performed and to associated hazards at the particular facility or site.

H.41 RELEASE OF EQUITABLE ADJUSTMENT ON DRUM LAS817175 (M139)

In consideration for the Government not withholding fee for the services to prepare, retrieve and return drum LAS817175 to Los Alamos National Laboratories for nonconformance with the Contractor's Central Characterization Project (CCP) procedures; the Contractor shall not request an equitable adjustment for any lost fee due to drum LAS817175.

H.42 RELEASE OF EQUITABLE ADJUSTMENT FOR WATER OUTAGE DURING FISCAL YEAR 2008

In consideration for the Government incorporating Performance Based Incentive 5 entitled, "Sustained Reliability and Availability of the WIPP Fire Suppression System," the Contractor shall not request an equitable adjustment for any lost fee due to the water outage in government fiscal year 2008.

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GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #5 Performance Period: 10/1/2007 through 1/20/2009
Performance Incentive Short Title: Sustained Reliability and Availability of the WIPP Fire Suppression System
Revision Number and Date: Revision 0, October 23, 2008

SECTION II – ACCOUNTING/PROJECT INFORMATION

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

Maximum Available Incentive Fee Associated with this Measure.

Exemption 4

Exemption 4

CBFO Management Control Packages:

SECTION III – INCENTIVE INFORMATION

Incentive type: Base Stretch Super Stretch
Difficulty: High Medium Low
Duration: Annual Multi-year
Fee Payment type: Completion Progress Provisional

SECTION IV - PERFORMANCE MEASURE

Description:

The WIPP management and operating Contractor noticed a reduction in pressure in the main water supply to the Contact Handled (CH) Bay fire sprinkler riser of the Fire Suppression System (FSS) in the Waste Handling Building and has declared it inoperable. The Contractor submitted two response plans to govern safe waste handling and emplacement of waste into the disposal facility and provide an alternate means to establish the credited safety function while the FSS was being returned to operable status. Incoming shipments were halted and waste emplacements affected until the system was restored to operability. The immediate focus of the Contractor and CBFO was to repair the system and resume TRU waste shipments across the DOE complex.

To ensure sustained reliability and availability of the Waste Handling Building FSS, the Contractor proposes to upgrade the fire water supply line to the building risers. Replacement of the existing ductile iron supply lines is warranted based on failure of one of the supply lines and corrosion observed in the other supply line. The original line, installed during the early 1980's by the Army Corps of Engineers, had an expected life of 100+ years, and the Contractor did maintain the line in accordance with the requirements.

In addition to replacing the ductile iron supply piping with PVC pipe, a redundant supply for both risers will be designed and installed to provide redundancy and increased operational flexibility. These improvements will provide the capability to divide the fire water supply in half and maintain system operability by supplying fire water from the non-isolated portion of the loop; allowing maintenance, repairs, or other upgrades to the isolated portion of the system to be performed. The scope of this work includes design, installation, testing, and certification of the modifications. The project involves careful planning, oversight, and execution by a number of WTS organizations, subcontractors, DOE, and the New Mexico Environment Department.

This major site capability upgrade for a safety significant system is critical to ensure that the facility can continue to safely receive, process, and dispose TRU waste from generator sites in the WIPP repository for the planned duration of the project.

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The fire water system is required to be in continuous use to protect DOE WIPP assets whether waste is being received or not. The fire suppression system is also required to ensure continued compliance with the Hazardous Waste Facility Permit, and is credited as a critical system in the facility Fire Hazards Analysis and the Documented Safety Analysis.

The Contractor's performance will be measured by its timely and successful upgrade of the fire water supply project (project). The Contractor shall complete the WIPP project with the activities successfully planned and performed. Completion of the recovery will ensure reliability and sustainability of the Safety Significant System as credited in the Documented Safety Analysis, as well as demonstrate proper safety and fiscal stewardship for the infrastructure of the facility to support current and future missions.

Discreet elements associated with the WIPP Fire Suppression System Recovery are:

- 1) Completion of the project by January 20, 2009.
- 2) Cost for the entire project not to exceed Exemption 4

Completion of both elements above will earn the Contractor Exemption 4. No partial payment will be authorized for this incentive.

The maximum amount of fee available to WTS under this metric during the term of the contract is Exemption 4.

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: *Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure*

WTS performed safe, compliant operations to an accelerated schedule that minimized shipment losses and disruption to the National TRU Program

DEFINE COMPLETION: *Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.*

Payment for all elements: The Exemption 4 represents a completion payment for the Fire Supply System Upgrade within the Exemption 4 and by January 20, 2009.

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DEFINITIONS:

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

Cubic Meters: As used herein cubic meters refer to the TRU waste container volume. TRU waste container volume means the volume in cubic meters of the container. For example, the volume of one 55-gallon drum is 0.21 m³, and the volume of one standard waste box is 1.88 m³, etc

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

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

WWIS: WIPP Waste Information System

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

N/A

GENERAL REQUIREMENTS:

To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The Contractor cannot earn fee for routine operations, the objectives defined above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the objectives by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information, coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

Acceptable environmental, safety, and health performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. Unacceptable performance in these areas is defined as that which results in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract to reduce the fee paid under the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning 100% of the fee available under the contract. The threshold for unacceptable overall cost and schedule performance is when in any fiscal year the Contractor has a negative variance exceeding 7.5% percent in earned value for the baseline for the fiscal year in cost or schedule. If such a situation occurs, the HCA may invoke provisions of the CPOF of the contract to reduce the fee paid under the contract

RATING PLAN

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COMPLETION DOCUMENTS LIST: *(In addition to the Completion Report, the document(s) that should be submitted/ data that should be available/ actions to be taken by evaluator, to determine actual performance to the requirements stated above.*

Note: WTS will provide documentation to the Contracting Officer as follows:

(Completion Payment): WTS will request a completion payment after completion of the WIPP Fire Suppression System Recovery and Upgrade, as evidenced by project completion reports accepted by the WTS manager responsible for site operations. CBFO will verify the request submitted by the Contractor from a field review of project completion and review of the project completion reports. The project must be completed by January 20, 2009 and costs must not exceed Exemption 4

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.)

All elements in Section IV, Performance Measure, will be paid for as one completion payment at Exemption 4

PBIs will be reviewed and approved by DOE-CBFO annually beginning in FY06 to update the SQS table as necessary and determine applicability for continuation.

2 AMENDMENT/MODIFICATION NO A143	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ 29-2009-AL66444.003/09E M000158	5 PROJECT NO (If applicable)
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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
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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 11) 12/14/2009

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)

01250	2009	33	490003	25400	1110800	0002167	\$503,209++
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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	OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY) Incremental funding - DEAR 970.5204-15 entitled, "Obligation of Funds"

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 The purpose of this modification is to obligate \$503,209.00 in funding to the contract. This change is cited in the above block 12 data being appended to the contract and an increase to the total contract obligations listed below.

Funds Obligated through last Modification	\$1,130,833,440.91
Funds Obligated by this Modification	503,209.00
Funds Obligated since Inception of Contract	\$1,131,336,649.91

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	16C DATE SIGNED 12/29/2009
BY _____ (Signature of person authorized to sign)			

2. AMENDMENT/MODIFICATION NO
M144

3. EFFECTIVE DATE
Same as Block 16C

4. REQUISITION/PURCHASE REQ.
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)
12/14/2000

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Agreement of parties to revise the list of Directives applicable to the contract

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)

See next page

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

15A. NAME AND TITLE OF SIGNER (Type or print)
M. F. Sharif, President and General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Arthur L. Welton, Contracting Officer

Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

15C. DATE SIGNED
2/5/09

Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"

16C. DATE SIGNED
2/5/2009

- a. This modification modifies the following:
1. Special Contract Requirement H.14 is revised by incorporating DOE-10 Energy Employees Occupational Illness Compensation Program Act Files, DOE-13 Payroll and Leave Records, DOE-18 Financial Accounting System, and DOE-63 Personal Identity Verification (PIV) Files
 2. Part III, Section J, Attachment H to the contract is updated to include all relevant DOE Orders and Manuals. Many changes are merely administrative changes or changes in title; however, the following have impacts, which shall be documented and requested by Programmatic Change Request (PCR) when impact information becomes available to fully assess the following changes:

DOE M 205.1-5, Cybersecurity Process Requirements Manual;
DOE O 450.1A, Environmental Protection Program; DOE O 150.1, Continuity Programs; DOE O 430.2B, Departmental Energy Renewable Energy & Transportation Management; DOE M 470.4-6, Nuclear Material Control & Accountability
- b. As a result of these changes, Section H, page 4 is deleted in its entirety and Section J, Attachment H is deleted in its entirety. The attached Section H, page 4 and the attached Section J, Attachment H, attached hereto, replace these aforementioned documents and are made part of the contract by this modification.
- c. CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost change incorporated hereto, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions.

Government shall not be responsible for such expenditures or commitments unless and until such approval or action is obtained or taken.

H.12 RESERVED (PUBLIC AFFAIRS deleted M016 – see new Clause 1.70)

H.13 ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS

On February 1, 2001, the Contractor shall assume responsibility for existing contracts and other agreements from Contract Number DE-AC04-86AL31950. These include: (a) all subcontracts and purchase orders, (b) cooperative research and development agreements, (c) consent orders, (d) regulatory agreements and permit requirements, (e) collective bargaining agreements, (f) site-wide plans (e.g., safety and security plans), and (g) other agreements in effect prior to execution of this Contract.

H.14 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The Contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the Contract Clause entitled "Privacy Act."

<u>DOE System No.</u>	<u>Title</u>
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll and Leave Records
DOE-18	Financial Accounting System
DOE-33	Personnel Medical Records-DOE and Contractor Employees
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Alien Visits and Participation
DOE-63	Personal Identity Verification (PIV) Files

- (b) The above list shall be revised from time to time by mutual agreement between the Contractor and the Contracting Officer as may be necessary to keep it current. Such changes need not be formally incorporated before the annual contract update modification, but shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in Paragraph (a)(1) of the Contract Clause entitled "Privacy Act."

H.15 RESERVED (LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS deleted M016 – see new Clause 1.117)

H.16 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UNCI)

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT H

LIST OF APPLICABLE DIRECTIVES (M010, M015, M035, M058, M084, M107, M116, M119, M123, M144)

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.

<u>Directive</u>	<u>Title DOE ORDERS</u>
DOE O 110.3A	Conference Management
DOE O 130.1	Budget Formulation
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.3, Chg 1	Unclassified Foreign Visits and Assignments Program
DOE O 150.1	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1	Information Management Program
DOE O 203.1	Limited Personal use of Govt. Office Equipment including Information Technology
DOE O 205.1A	Department of Energy Cyber Security Management Program
DOE O 210.2	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation With The Office Of Inspector General
DOE O 225.1A	Accident Investigation
DOE O 226.1A	Implementation of Department of Energy Oversight Policy
DOE O 231.1A, Chg 1	Environment, Safety, and Health Reporting
DOE O 241.1A, Chg 1	Scientific and Technical Information Management
DOE O 243.1	Records Management
DOE O 243.2	Vital Records
DOE O 251.1B	Department Directives Program
DOE O 252.1	Technical Standards Program
DOE O 350.1, Chg 1	Contractor Human Resource Management Programs
DOE O 350.2A	Use of Management and Operating for other Facility Management Contractor Employees or Services to DOE in the Washington, DC Area
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3A Chg 1	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B Chg 1	Real Property Asset Management
DOE O 430.2B	Departmental Energy Renewable Energy and Transportation Management