

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 9

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 0006 See Block 16C 15EM000755 D

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than item 6) CODE
 EMCBC
 U.S. Department of Energy
 EM Consolidated Business Center
 250 E. 5th Street, Suite 500
 Cincinnati OH 45202



8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 VISIONARY SOLUTIONS, LLC
 Attn: DEBRA MARKELONIS
 2553 QUALITY LANE
 KNOXVILLE TN 37931

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
 DE-EM0001840
 DE-DT0007810
 10B. DATED (SEE ITEM 13)
 07/23/2014

CODE 009610523 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 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) Net Increase: \$880,402.00
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 43.103 (a) (3) Supplemental Agreement; FAR 52.232-22 Limitation of Funds; FAR 52.232-18

IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 62-1745199
 DUNS Number: 009610523
 The purposes of this modification are to:
 1. Obligate incremental funding of \$880,402.00 for services ordered for Option Period 2 in accordance with Section B.2.3 "OPTION PERIOD 2 TRU WASTE TRANSPORTATION SERVICES" for the period July 28, 2014 through July 27, 2015. Funding for Option Period 2 is increased from \$1,517,000.15, by \$880,402.00, to \$2,397,402.15.
 2. Add Contract Clause H. 25 Limitation of Government's Obligation to the Task Order to provide a schedule for incrementally funding the fixed-priced services in Line Item B.2.3.1.
 3. Correct the value of the task order from \$1,517,000.15 to \$3,224,088.20 (an increase of
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Debra D. Markelonis Vicki D. Snow

15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. DATE SIGNED
 Exemption 6 1/30/15 Exemption 6 2/2/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001840/DE-DT0007810/0006

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NAME OF OFFEROR OR CONTRACTOR
VISIONARY SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$1,707,088.05) to reflect the ceiling for services and items ordered in Option Period 2.</p> <p>Delivery: 1 Days After Award Delivery Location Code: 03003 EMCBC - Carlsbad US Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221</p> <p>Mark For: EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221</p> <p>Payment: OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831</p> <p>FOB: Destination</p> <p>Change Item 00028 to read as follows (amount shown is the total amount):</p>				
00028	<p>B.2.3.1. BASIC TRANSPORTATION SERVICES - 3 Tractor Teams for 12 Months Line item value is:\$2,825,088.20 Incrementally Funded Amount: \$2,118,816.77</p> <p>Accounting Info: Fund: 01250 Appr Year: 2014 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25299 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Continued ...</p>				2,825,088.20

NAME OF OFFEROR OR CONTRACTOR
VISIONARY SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Entity: 490801 Object Class: 25299 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$760,402.00</p> <p>Change Item 00035 to read as follows (amount shown is the total amount):</p>				
00035	<p>B.2.3.3.1 Fuel pursuant to Section C.5.1 Line item value is:\$130,000.00 Incrementally Funded Amount: \$109,000.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2014 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$65,000.00</p> <p>Change Item 00036 to read as follows (amount shown is the total amount):</p>				130,000.00
00036	<p>B.2.3.3.2 State Use Fees and Permits pursuant to Section C.5.1 Line item value is:\$52,000.00 Incrementally Funded Amount: \$45,000.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2014 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: Continued ...</p>				52,000.00

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Change Item 00037 to read as follows (amount shown is the total amount):</p>				
00037	<p>B.2.3.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.2 Line item value is: \$78,000.00 Incrementally Funded Amount: \$51,585.38</p> <p>Accounting Info: Fund: 01250 Appr Year: 2014 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25299 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25299 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$10,000.00</p> <p>Continued ...</p>				78,000.00

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00038	<p>Change Item 00038 to read as follows (amount shown is the total amount):</p> <p>B.2.3.3.4 Driver Per-Diem pursuant to Section C.5.3 Line item value is:\$52,000.00 Incrementally Funded Amount: \$36,000.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2014 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$20,000.00</p> <p>Change Item 00039 to read as follows (amount shown is the total amount):</p>				52,000.00
00039	<p>B.2.3.3.5 Safe Driving Bonus pursuant to Section H.18 Line item value is:\$75,000.00 Incrementally Funded Amount: \$25,000.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25299 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25299 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$25,000.00</p> <p>Continued ...</p>				75,000.00

NAME OF OFFEROR OR CONTRACTOR
VISIONARY SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00040	<p>Change Item 00040 to read as follows (amount shown is the total amount):</p> <p>B.2.3.3.6 Maintenance of Additional, Unassigned Trailers pursuant to Section C.5.4 Line item value is:\$12,000.00 Incrementally Funded Amount: \$12,000.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2014 Allottee: 33 Report Entity: 490801 Object Class: 25233 Program: 1110957 Project: 0000443 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p>				12,000.00

Background:

The not-to-exceed ceiling price for this task order is \$3,224,088.20. The Department of Energy has not yet received its entire fiscal year 2015 funds and is incrementally funding both the fixed price line item and cost reimbursable line items during Option Period 2. Cost reimbursable items are incrementally funded in accordance with FAR 52.232-22

“Limitation of Funds” and Section B.1.4 “Obligation of Funds/Financial Limitations.” A new contract clause titled “Limitation of Government’s Obligation” is added in this modification for incremental funding of fixed price items. The clause is provided in full text on pages 8-9 of this modification.

Incremental funding of \$2,397,402.15 obligated through Modification 6 funds approximately 9 months of fixed price services and cost reimbursable items. The Department of Energy anticipates receipt of additional funding prior to April 1, 2015.

The following services and cost reimbursable items were ordered for Option Period 2 and incrementally funded in this Task Order.

LINE ITEMS ORDERED FOR OPTION PERIOD 2	CEILING PRICE	FUNDS OBLIGATED THRU MOD 5	FUNDS OBLIGATED IN MOD 6	FUNDS OBLIGATED TO DATE
B.2.3.1 Basic Transportation Services	\$2,825,088.20	\$1,358,414.77	\$760,402.00	\$2,118,816.77
B.2.3.3.1 Fuel	\$130,000.00	\$44,000.00	\$65,000.00	\$109,000.00
B.2.3.3.2 Permits	\$52,000.00	\$45,000.00	0	\$45,000.00
B.2.3.3.3 NM Gross Receipts Tax	\$78,000.00	\$41,585.38	\$10,000.00	\$51,585.38
B.2.3.3.4 Per Diem	\$52,000.00	\$16,000.00	\$20,000.00	\$36,000
B.2.3.3.6 Unassigned Trailers	\$12,000.00	\$12,000.00	0	\$12,000
B.2.3.3.5 Safe Driving	\$75,000.00	\$0	\$25,000.00	\$25,000
TOTALS	\$3,224,088.20	\$1,517,000.15	\$880,402.00	\$2,397,402.15

H. 25 Limitation of Government's Obligation

a) Funds are not presently available for performance of the fixed price services under this contract beyond April 28, 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond April 28, 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(b) Contract line item B.2.3.1 Basic Transportation Services - \$2,825,088.20 is incrementally funded. For this item, the sum of 9 months' services of the total option price is presently available for payment and allotted to this contract. Future availability of appropriated funds for this contract is anticipated at the rate set forth in paragraph (k), which is provided for information purposes only. The Government does not warrant that all or any of the anticipated funds will be made available to the Contracting Officer for payment of earnings.

(c) For item identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(d) Notwithstanding the estimated dates specified in the allotment schedule in paragraph (k) of this clause, the Contractor will notify the Contracting Officer in writing at least twenty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (k) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (k) of this clause or otherwise agreed to by the parties. Further, once notified, the Contracting Officer will advise the contractor in writing whether or not it can continue work after the estimated date. Until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the government to pay for contract performance after the date of notification. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to FAR clause 52.249.2 of this contract entitled "Termination for Convenience of the Government (Fixed Price)."

(e) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply

in like manner to the additional allotted funds and agreed substitute date, and the task order will be modified accordingly.

(f) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(g) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (b) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) and (f) of this clause.

(i) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(j) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(k) The parties contemplate that the Government will allot funds to this Task Order in accordance with the following estimated schedule:

Through Modification 6, incremental funds of \$2,118,816.77 have been obligated for the fixed price services of \$2,825,088.20.

Upon receipt of funds in April, 2015, incremental funds of \$293,728.57 will be obligated to fully fund the fixed priced services for Option Period 2.