

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A099</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. <b>DE-AC29-2006AL66444.513</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC29-01AL66444</b>		
		10B. DATED (SEE ITEM 13) <b>12/14/2000</b>		

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	2006	33	490003	25400	1110953	0000445	\$440,941.00
01250	2006	33	490003	25400	1110954	0000442	\$9,343,148.86
01250	2006	33	490003	25400	1110956	0003804	\$3,677,889.00
01250	2006	33	490003	25400	1110957	0000443	\$67,051.00
01250	2005	33	490003	25400	1110953	0000445	\$24,814.00

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): 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: Agreement of parties to revise the list of Directives applicable to the contract
- X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental Funding

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

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

Funds Obligated through Modification No.	<u>A097</u>	<u>\$779,982,137.23</u>
Funds Obligated by this Modification No.	<u>A099*</u>	<u>\$13,553,843.86</u>
Funds Obligated since Inception of Contract		<u>\$793,535,981.09</u>

\*Mod M098 was an administrative action and not a funding action.  
 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) <b>Philip N. Murphy, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY <u>Signature Deleted see OMB M-05-16, Safeguarding Personally Identifiable Information</u>	16C. DATE SIGNED <u>8/25/06</u>
BY _____ (Signature of person authorized to sign)			



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>M101</b>	3. EFFECTIVE DATE <b>September 26, 2006</b>	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY <b>U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090</b>		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>		9A. AMENDMENT OF SOLICITATION NO.	
CODE _____ FACILITY CODE _____		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC29-01AL66444</b>	
		10B. DATED (SEE ITEM 13) <b>December 14, 2000</b>	

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: Agreement of the Parties
<input type="checkbox"/>	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.

As a result of changes to the Performance Based Incentives, the attached CBFO-PBI No. 1, Revision 2, dated July 8, 2006 and CBFO-PBI No. 2, Revision 1, dated July 7, 2006 are hereby incorporated into the contract. Further, these incentives replace CBFO-PBI No. 1, Revision 1 and CBFO-PBI No. 2, revision 0 in their entirety.

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) <b>R. D. Raaz, President and General Mgr.</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Philip N. Murphy, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED <b>9/27/06</b>	16B. U Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED <b>9/27/06</b>

NSN 754-01-152-8070 (REV. 10-83) temp03.dot PREVIOUS EDITION UNUSABLE  
30-105 STANDARD FORM 30 Prescribed by GSA

# RATING PLAN

Contract Number: DE-AC29-01AL66444

Section J, Attachment D

PBI Number 1 - 2 - AL-66444

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## SECTION I – 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 2, July 8, 2006

## 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.

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 or another site approved by CBFO.

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

*For each cubic meter of CH waste removed from generator site inventory, characterized for transportation, and sent to a site approved by CBFO for final certification for disposal at WIPP and subsequently disposed of at WIPP under Metric 1, a fee of Expt 4 will be earned. Exemption 4 of this amount is payable to the Contractor after the waste has been shipped from the generator site to the approved receiving site, with the remaining Exemption 4 to be paid to the Contractor after the waste has been disposed of at WIPP.*

Exempt 4

Exemption 4

Exempt 4

Exemption 4

Expt 4

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Expt. 4

Exemption 4

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

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

The maximum amount of fee available to WTS 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 maximum amount of fee available to WTS 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 Exempt 4 in fee.

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, 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

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begun. CBFO will verify the request submitted by the Contractor from information in the WWIS database and/or verification and documentation from the generator sites. A site must have defense TRU waste for fee to be earned under this provision. TRU waste inventories for SQS as of 9/1/06 are as indicated below\*:

Small Quantity Site	CH Volume (m <sup>3</sup> )	RH Volume (m <sup>3</sup> )
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
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
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.

### 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 m<sup>3</sup>, and the volume of one standard waste box is 1.88 m<sup>3</sup>, etc.

**RH – Remote-Handled:** Packaged TRU waste with an external surface dose rate that exceeds 200 mrem

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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

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**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.

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### 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.

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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:

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

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

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

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

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

### **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.**

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## SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #2 Performance Period: 10/1/2005 through 9/30/2010  
Performance Incentive Short Title: Accelerated TRU Removal/Disposal  
Revision Number and Date: Revision 1, July 7, 2006

## 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 accelerated and safe disposal of TRU waste is CBFO's primary mission; this Super Stretch PBI provides Contractor payment when specific results are achieved beyond those covered by the basic contract scope and incentives.

The Contractor will earn Super Stretch fee for exceeding the annual removal/disposal performance expectations after the maximum allowable fee has been earned for any fiscal year covered by this rating plan.

The Contractor will earn incentive fee under this PBI by:

- 1) For accelerating TRU waste disposal goals from PBI #1, Metrics 1 and 2.

In accordance with accelerated removal/disposal, the following metric 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 for accelerating TRU waste disposition and exceeding annual removal/disposal performance expectations. Specifically, should the contractor's performance result in exceeding the maximum available fee in any fiscal year, then the contractor may earn additional fee for removal and disposal under this metric at a rate Exempt 4 per cubic meter for CH TRU and Exempt 4 per cubic meter for RH TRU.

The maximum amount of fee available to WTS under this metric during the term of the contract covered by this rating plan 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

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**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:** The Contractor's performance will be measured annually for its success in exceeding removal/disposal performance expectations, based on the maximum available fee through each fiscal year. For each cubic meter of TRU waste removed/disposed under PBI #1 after exceeding the maximum available fee for that fiscal year, the Contractor will earn fee at a rate of  $\text{Expt 4}$  per cubic meter of CH TRU and  $\text{Exempt 4}$  per cubic meter for RH TRU.

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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.

**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  $0.21 \text{ m}^3$ , and the volume of one standard waste box is  $1.88 \text{ m}^3$ , 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 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

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

None.

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**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.

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

Acceptable environmental, safety, and health performance (ESH) for the entire Scope of Work for the contract is a pre-condition to earning fee under the contract. This would include, but not be limited to:

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experiencing a fatality or a serious accident, or a significant non-allowable environmental release or Notice of Violation, or a significant industrial hygiene exposure to a worker, or a negative trend in ESH or a specific area of ESH concern. Unacceptable performance in these areas may result in the Head of Contracting Activity (HCA) for the contract invoking provisions of the Conditional Payment of Fee (CPOF) clause of the contract.

Acceptable cost and schedule performance for the entire Scope of Work for the contract is a pre-condition to earning fee under the contract. If, 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 either cost or schedule, the HCA may invoke provisions of the CPOF 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.*

**Metric 1:** (Completion Payment) WTS will submit a request for payment annually that contains sufficient documentation to support the claimed achievement for exceeding removal/disposal expectations in that fiscal year resulting in earning the maximum available fee amount. Fee shall be payable per cubic meter of TRU waste removed/disposed times the applicable fee per cubic meter upon submittal of appropriate documentation from the WWIS database. Submittal documentation shall include reference to earnings under PBI#1 and demonstrate that the maximum available fee for that fiscal year has been earned.

### **SECTION VI. EARNINGS SCHEDULE**

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

This Super Stretch incentive is an incentive to motivate the Contractor to accelerate work by achieving efficiencies in the overall performance on the contract. The level of the effort for metric 1 being measured by this incentive is funded through base contract funding, but the Contractor is achieving more disposal results within that funding. The associated fee is not funded in the contract. In order to earn the Super Stretch incentive for metric 1, the Contractor must perform the additional work outside the WIPP facility necessary to achieve the incentive within contract funding amounts or with generator site funding. The work at the WIPP facility must be performed within the funding limits established for the base contract funding. The Contractor must identify and document savings sufficient for the related fee.

Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

**PBIs will be reviewed by DOE-CBFO annually beginning in FY06 to determine applicability for continuation.**

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

2. AMENDMENT/MODIFICATION NO. A102 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. 29-2007-AL66444-501 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) 12/14/2006

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 2007 33 490003 25400 1110954 0000442 \$11,986,500 01250 2007 33 490003 25400 1110956 0003804 \$ 2,111,200 01250 2007 33 490003 25400 1110957 0000443 \$ 1,080,000 01250 2007 33 490003 25400 1110954 0000441 \$ 584,354

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: Agreement of parties to revise the list of Directives applicable to the contract X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): Incremental Funding

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The Department of Energy hereby revises the Obligation of Funds as follows: Funds Obligated through Modification No. A100 \$793,940,231.09 Funds Obligated by this Modification No. A102\* \$15,762,054.00 Funds Obligated since Inception of Contract \$809,702,285.09 \*Mod M101 was an administrative action revising PBIs and not a funding action. Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley T. Colt, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" 16C. DATE SIGNED 10/12/08

NSN 754-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 STANDARD FORM 30 (REV. 10-83) temp03.dot Prescribed by GSA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. M103	3. EFFECTIVE DATE Same as Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090	CODE	7. ADMINISTERED BY (if other than Item 6) Arthur L. Welton (505) 234-7461	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
			10B. DATED (SEE ITEM 13) December 14, 2000
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
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.)			
<p>In accordance with the Contractor's letters dated 13 October 2006 and 20 November 2006 regarding requests for reconsideration of fee, the attached CBFO-PBI No. 1, Revision 5 for the performance period starting 1 April 2003 through 30 September 2005 is hereby incorporated into the contract and supersedes in its entirety CBFO-PBI No.1, Revision 4 dated 9/27/2005 which was incorporated into the contract under Modification M076. CBFO-PBI No. 1 and revisions thereto that have been incorporated into the contract for the option period from 1 October 2005 through 30 September 2010 are not affected in any manner by this modification.</p> <p>The Contractor was able to perform work for fee with unearned incentive fee totaling <u>Exemption 4</u> in FY04, and this unearned fee is hereby re-allocated for fee in FY05 in accordance with clause B.2 of contract for work not performed in FY04 due to reasons outside of the control of the Contractor. Revision 5 to CBFO-PBI No 1 therefore decreases the available fee for FY04 by <u>Exemption 4</u> from <u>Exemption 4</u> to <u>Exemption 4</u> and increases the available fee for FY05 by <u>Exemption 4</u> from <u>Exemption 4</u> to <u>Exemption 4</u>.</p> <p><b>CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204):</b> In consideration of the modification agreed to herein as a complete and equitable adjustment for this 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 of circumstances giving rise to this modification, with no exceptions.</p> <p>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.</p>			
15A. NAME AND TITLE OF SIGNER (Type or print) R.D. Raaz, President and General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	15C. DATE SIGNED 12-5-06	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)	16C. DATE SIGNED 5 Dec 2006

2. AMENDMENT/MODIFICATION NO. <b>A104</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. <b>29-2007-AL66444.502</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090</b>	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)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)
--	--

10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC29-01AL66444</b>	10B. DATED (SEE ITEM 13) <b>12/14/2000</b>
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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	2007	33	490003	25400	1110954	0000442	\$4,991,300
01250	2007	33	490003	25400	1110956	0003804	\$ 879,678
01250	2007	33	490003	25400	1111094	0000441	\$ 253,404

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: Agreement of parties to revise the list of Directives applicable to the contract
X	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): <b>Incremental Funding</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

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

Funds Obligated through Modification No.	<u>A102</u>	<u>\$809,702,285.09</u>
Funds Obligated by this Modification No.	<u>A104*</u>	<u>\$6,124,382.00</u>
Funds Obligated since Inception of Contract		<u>\$815,826,667.09</u>

\*Mod M103 was an administrative action revising PBIs and not a funding action.

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) <b>Stanley T. Colt, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. SIGNATURE OF CONTRACTING OFFICER Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"
BY _____ (Signature of person authorized to sign)	BY _____ 11/30/06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A105</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. <b>29-2007-AL66444.503</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U.S. Department of Energy Carlsbad Field Office P. O. Box 3090 Carlsbad, NM 88220-3090</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC29-01AL66444</b>	
			10B. DATED (SEE ITEM 13) <b>12/14/2000</b>	

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	2007	33	490003	25400	1110954	0000442	\$15,473,000
01250	2007	33	490003	25400	1110956	0003804	\$ 3,567,888
01250	2007	33	490003	25400	1110957	0000443	\$ 1,620,000
01250	2007	33	490003	25400	1111094	0000441	\$ 788,772

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: Agreement of parties to revise the list of Directives applicable to the contract

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

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

Funds Obligated through Modification No.	<u>A104</u>	<u>\$815,826,667.09</u>
Funds Obligated by this Modification No.	<u>A105</u>	<u>\$21,459,660.00</u>
Funds Obligated since Inception of Contract		<u>\$837,286,327.09</u>

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Stanley T. Colt, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED <b>12/21/05</b>
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 754-01-152-8070  
PREVIOUS EDITION UNUSABLE  
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Prescribed by GSA  
FAR (48 CFR) 53.24

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

2. AMENDMENT/MODIFICATION NO. **A106**      3. EFFECTIVE DATE **See Block 16C**      4. REQUISITION/PURCHASE REQ. **29-2007-AL66444.504**      5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy  
Carlsbad Field Office  
P. O. Box 3090  
Carlsbad, NM 88220-3090**      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)  
**00900 2007 33 490003 25400 2221775 \$10,500**

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: Agreement of parties to revise the list of Directives applicable to the contract
- X D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): **Incremental Funding**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

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

<b>Funds Obligated through Modification No.</b>	<u><b>A105</b></u>	<u><b>\$837,286,327.09</b></u>
<b>Funds Obligated by this Modification No.</b>	<u><b>A106</b></u>	<u><b>\$10,500.00</b></u>
<b>Funds Obligated since Inception of Contract</b>		<u><b>\$837,296,827.09</b></u>

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Stanley T. Colt, Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR  BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, BY "Safeguarding Personally Identifiable Information" (Signature of Contracting Officer)	16C. DATE SIGNED <b>1/30/2007</b>

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. CONTRACT ID NO.		PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>M107</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A - NOPR</b>	5. PROJECT-NO. (If applicable)	
6. ISSUED BY <b>U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC29-01AL66444</b>		
		10B. DATED (SEE ITEM 13) <b>12/14/2000</b>		
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.**

<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: <b>Agreement of parties to revise the list of Directives applicable to the contract</b>
<input type="checkbox"/>	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.)**  
This modification updates Part III, Section J, Attachment H to the contract. Accordingly, the Attachment H, which is enclosed to this modification hereby replaces the current version of Attachment H in its entirety.

In recognition that the full cost and schedule impact of adding DOE Notice 205.1A and DOE Order 243.1 to the contract cannot be determined at this time, the contractor shall proceed with implementing this notice and order on a "best efforts" basis within the available funding that has been provided under the contract. The contractor shall process any anticipated revisions to the scope, schedule, and budget through the Carlsbad Field Office change control process, as required.

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) Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Stanley T. Colt Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED <b>1/24/07</b>	16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED <b>1/25/07</b>
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT H**

**LIST OF APPLICABLE DIRECTIVES (M107)**

This document is "List B" as required by Contract Clause entitled "Laws, Regulations, and Directives." The Contractor shall review and formally assess requirements documents in coordination with or 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.

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<u>Directive</u>	<u>Title</u>
<b><u>DOE ORDERS</u></b>	
DOE O 110.3	Conference Management
DOE O 130.1	Budget Formulation
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.3	Unclassified Foreign Visits and Assignments
<b>DOE O 151.1 C</b>	<b>Comprehensive Emergency Management System</b>
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 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2	Cooperation With The Office Of Inspector General
<b>DOE O 225.1A</b>	<b>Accident Investigation</b>
DOE O 226.1	Implementation of DOE Oversight Policy
DOE O 231.1A Change 1	Environment, Safety, and Health Reporting
DOE O 241.1A Change 1	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 251.1B	Departmental Directives System
DOE O 252.1	Technical Standards Program
DOE O 350.1 Change 1	Contractor Human Resource Management Programs
DOE O 350.2A	Use of Management and Operating or other Facility Management Contractor Employees for Services to DOE in the Washington, D.C. Area
DOE O 412.1A	Work Authorization System
DOE O 413.1A	Management Control Program
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets
<b>DOE O 414.1C</b>	<b>Quality Assurance</b>
<b>DOE O 420.1B</b>	<b>Facility Safety</b>
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B	Real Property Asset Management
DOE O 430.2A	Departmental Energy and Utilities Management
<b>DOE O 433.1</b>	<b>Maintenance Management Program for DOE</b>

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<b>DOE O 435.1</b>	<b>Nuclear Facilities</b>
<b>Change 1</b>	<b>Radioactive Waste Management</b>
<b>DOE O 440.1A/</b>	<b>Worker Protection Management for DOE Federal</b>
<b>10 CFR 851</b>	<b>and Contractor Employees.</b>
<b>DOE O 442.1A</b>	<b>Department of Energy Employee Concerns Program</b>
<b>DOE O 450.1</b>	<b>Environmental Protection Program</b>
<b>Change 3</b>	
<b>DOE O 451.1B</b>	<b>National Environmental Policy Act Compliance</b>
<b>Change 1</b>	<b>Program</b>
<b>DOE O 460.1B</b>	<b>Packaging and Transportation Safety</b>
<b>DOE O 460.2A</b>	<b>Departmental Materials Transportation and Packaging</b>
	<b>Management</b>
<b>DOE O 461.1A</b>	<b>Packaging and Transfer or Transportation of Materials</b>
	<b>of National Security Interest</b>
<b>DOE O 470.2B</b>	<b>Independent Oversight And Performance Assurance</b>
	<b>Program</b>
<b>DOE O 470.4</b>	<b>Safeguards and Security Program</b>
<b>DOE O 470.3A</b>	<b>Design Basis Threat Policy</b>
<b>DOE O 471.1A</b>	<b>Identification and Protection of Unclassified Controlled</b>
	<b>Nuclear Information</b>
<b>DOE O 471.3</b>	<b>Identifying and Protecting Official Use Only Information</b>
<b>DOE O 482.1</b>	<b>DOE Facilities Technology Partnering Programs</b>
<b>DOE O 483.1</b>	<b>DOE Cooperative Research and Developments</b>
	<b>Agreements</b>
<b>DOE O 522.1</b>	<b>Pricing of Departmental Materials &amp; Services</b>
<b>DOE O 534.1B</b>	<b>Accounting</b>
<b>DOE O 544.1</b>	<b>Priorities and Allocations Program</b>
<b>DOE O 551.1B</b>	<b>Official Foreign Travel</b>
<b>DOE O 580.1</b>	<b>Department of Energy Personal Property Management</b>
	<b>Program</b>
<b>DOE O 1220.1A</b>	<b>Congressional and Intergovernmental Affairs</b>
<b>Change 1</b>	
<b>DOE O 1230.2</b>	<b>American Indian Tribal Government Policy</b>
<b>DOE O 1340.1B</b>	<b>Management of Public Communications Publications</b>
	<b>and Scientific, Technical, and Engineering Publications</b>
<b>DOE O 5400.5</b>	<b>Radiation Protection of the Public and the</b>
<b>Change 2</b>	<b>Environment</b>
<b>DOE O 5480.4</b>	<b>Environmental Protection, Safety, and Health</b>
<b>Change 4</b>	<b>Protection Standards</b>
<b>DOE O 5480.19</b>	<b>Conduct of Operations Requirements for DOE</b>
<b>Change 2</b>	<b>Facilities</b>
<b>DOE O 5480.20A</b>	<b>Personnel Selection, Qualification, and Training</b>
<b>Change 1</b>	<b>Requirements for DOE Nuclear Facilities</b>
<b>DOE O 5530.3</b>	<b>Radiological Assistance Program</b>

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Change 1

DOE O 5639.8A  
DOE O 5670.1A

Security of Foreign Intelligence Information and  
Sensitive Compartmented Information Facilities  
Management and Control of Foreign Intelligence

**DOE MANUALS**

DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE M 205.1-1	Incident Prevention, Warning, & Response (IPWAR) Manual
DOE M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual
Change 1	
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE M 413.3-1	Project Management for the Acquisition of Capital Assets
<b>DOE M 435.1-1</b>	<b>Radioactive Waste Management Manual</b>
<b>Change 1</b>	
DOE M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health
DOE M 450.4-1	Integrated Safety Management System Manual
DOE M 460.2-1	Radioactive Material Transportation Practices
DOE M 461.1-1	Packaging and Transfer of Materials of National Security Interest Manual
Change 1	
DOE M 470.4-1	Safeguards and Security Program, Planning, and Management
Change 1	
DOE M 470.4-2	Physical Protection
Change 1	
DOE M 470.4-3	Protective Force
Change 1	
DOE M 470.4-4	Information Security
DOE M 470.4-5	Personnel Security
DOE M 470.4-7	Safeguards and Security Program References
DOE M 471.1-1	Identification and Protection of Unclassified Controlled Nuclear Information Manual.
DOE M 471.2-2	Classified Information Systems Security Manual
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information

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**DOE NOTICES**

DOE N 153.2	Connectivity to National Atmospheric Release Advisory Center
DOE N 203.1	Software Quality Assurance
DOE N 205.2	Foreign National Access to DOE Cyber Systems
DOE N 205.3	Password Generation, Protection, and Use
DOE N 205.8	Cyber Security Requirements for Wireless Devices and Information Systems
DOE N 205.9	Certification and Accreditation Process for Information Systems Including National Security Systems
DOE N 206.3	Personal Identity Verification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. M108	3. EFFECTIVE DATE 12/5/2006	4. REQUISITION/PURCHASE REQ. NO.	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)		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	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 <u>XX</u> 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.)			
<p>This modification administratively corrects modification M103 by increasing the available fee for performance period 10/01/2003-9/30/2004 in PBI-1, Revision 5 by Exemption 4 from Exemption 4 to Exemption 4 and decreasing the available fee for performance period 10/01/2004-09/30/2005 in PBI-1, Revision 5 by Exemption 4 from Exemption 4 to Exemption 4. This modification also revises the revision date of Revision 5 from "the effective date of Mod M103" to read "12/5/2006." Revision 5 to PBI Number 1 is modified accordingly and attached hereto and made part of the contract by this modification.</p>			
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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Arthur L. Welton, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	29 Jan 2007

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. M109	3. EFFECTIVE DATE 02/21/2007	4. REQUISITION/PURCHASE REQ. NO. N/A-NOPR	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88221-3090	CODE	7. ADMINISTERED BY (if other than Item 6) Stanley T. Colt (505) 234-7331 CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444
			10B. DATED (SEE ITEM 13) December 14, 2000
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
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)		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	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 <u>XX</u> 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.)			
This modification administratively incorporates the Small Business Subcontracting Plan accepted by the DOE Contracting Officer on February 21, 2007 into the contract as Contract Attachment B. Accordingly, the Small Business Subcontracting Plan attached to this modification replaces contract Attachment B in its entirety.			
All other terms and conditions of the contract, remain unchanged and in full force and effect.			
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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Stanley T. Colt, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	2/27/2007

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

SECTION J - LIST OF ATTACHMENTS  
ATTACHMENT B

**Small Business Subcontracting Plan**

**Contractor:** Washington TRU Solutions LLC  
**Address:** 4021 National Parks Highway  
Carlsbad, NM 88220  
**Contract Number:** DE-AC29-01AL66444  
**Item/Service:** Various  
**Amount of Contract Each Year:** Estimated Cost—\$120,000,000 (approximate)  
**Total Amount of Contract:** Estimated Cost—\$1,200,000,000  
**Period of Contract Performance:** Basic — 10/1/00 through 9/30/10  
**Options (If Any):** Exercised

**Type of Plan (Check One)**

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

**I. Goals**

**I.A Percentage Goals**

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

**I.B Description of Products or Services to Be Acquired**

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

The principal products and/or services the WTS intends to subcontract under this Contract will be reviewed during the planning phase and maximize opportunities for small businesses to supply them.

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

Washington TRU Solutions LLC (WTS) has developed an overall strategy for use of small business that capitalizes upon our parent company's vast experience and success in this area. Small business subcontracting is utilized as a means of optimizing project performance and cost saving as the company meets federally mandated contract obligations.

One of the keys to the success of the WTS small business program is demonstrated Management Support at both local and top corporate levels. The parent corporation, Washington Group International, Inc., demonstrates strong support for small business activities. The following policy statement by the President and Chief Executive Officer exemplifies this commitment:

*It is the policy of Washington Group International, Inc. to encourage and utilize small business concerns, including small disadvantaged businesses, women-owned small businesses, HUBZone firms, veteran-owned and service disabled veteran-owned small businesses, and where appropriate, HBCU/MI, as significant, value-added, and viable sources of supplies and services. Washington Group International, Inc. has been and will continue to be dedicated to establishing and maintaining an effective Small Business Program. This Program policy encompasses not only government related procurements, as required by Federal Acquisition Regulations and the Small Business Act, Public Law 95-507, but also commercial and in-house requirements.*

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

**Stephen Hanks, President & CEO  
Washington Group International, Inc.**

Goals have been based on the WTS subcontracting program during the first seven years of the contract currently in place, taking into consideration planning information for future work, and identifying areas for optimization and improvement. We conclude that the existing program is strong, and have therefore based our goals on the goals established for FY2005 subcontracting and FY2006 achievements.

WTS will continue its tradition of aggressive set-aside programs and implement new programs to meet our specified goals. We will implement the elements of DOE Acquisition Regulation (DEAR) Subpart 901.301-70, which grants government contractors the authority to deal with firms certified as participants in the Small Business Administration's (SBA) 8(a) program on a non-competitive basis.

**CONTRACT NO. DE-AC-2901AL66444**

We will make additional efforts to expand the small business supplier base to include a wider geographic area to encompass other regions of the United States, when appropriate.

We determined the goals for Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Certified Small Business (HUB), Veteran-Owned Small Business (VET), Service Disabled Veteran-Owned Small Business (SDVOSB), and 8(a) subcontracting based upon our experience at the WIPP site. The areas proposed herein are similar to those that Washington Group subcontracts on other projects. All specific goal percentages and dollar amounts for each area of small business are negotiated annually with the DOE Carlsbad Field Office (CBFO) contracting officer. Awards to 8(a) firms will be reported.

WTS considered actions to be subcontracted and the capabilities required to perform these areas. We will identify potential small business in preference categories to support these actions.

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

- Other Washington Group International, Inc. (WGI) affiliates and subsidiaries with successful small business programs for sharing best practices and successful subcontractors for consideration.
- Washington Group International, Inc. corporate Small Business Liaison Office.
- WIPP historical data, including products.

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

- Online access to the Government's Central Contractor Registration (CCR), including the Dynamic Small Business Search which includes SBA's certifications for 8(a), SDB, and HUBZone.
- Federal, state, and SBA references
- New Mexico American Indian Chamber of Commerce
- U.S. Department of Veterans Affairs
- Others as appropriate

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

***I.B.3 Indirect Costs***

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

**II. Program Administrator**

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

CONTRACT NO. DE-AC-2901AL66444

Name: Bob Prentiss  
Title: Small Business Program Coordinator  
Address: Washington WTS LLC  
PO Box 2078  
Carlsbad, NM 88221  
Telephone: 505-234-8207

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

- Developing and maintaining bidders' lists of SB, SDB, WOSB, HUB, VET, and SDVOSB subcontractors.
- Ensuring that procurement packages are structured to permit participation of SB, SDB, WOSB, HUB, VET, and SDVOSB subcontractors.
- Ensuring inclusion of SB, SDB, WOSB, HUB, VET, and SDVOSB subcontractors whose capabilities coincide with solicitations requiring their products or services.
- Reviewing solicitations to identify and remove language or requirements which may restrict or prohibit participation of SB, SDB, WOSB, HUB, VET, and SDVOSB subcontractors.
- Ensuring that proper documentation is provided by the bid proposal board if selection not made to SB, SDB, WOSB, HUB, VET, and SDVOSB subcontractor that provided low bid.
- Ensuring establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company representatives at Business Opportunity Workshops, Minority Business Enterprise Seminars or Trade Fairs.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating WTS' activities prior to and during conduct of Federal agency compliance reviews.

Other duties include:

- Seeking SB, SDB, WOSB, HUB, VET, and SDVOSB business sources from all applicable agencies such as the SBA.
- Seeking out other small businesses through the use of mass media tools such as Internet bulletin boards when the number of prospective sources is not adequate.
- Conducting or arranging training for procurement department personnel pursuant to the intent of the socioeconomic program.
- Maintaining records of SB, SDB, WOSB, HUB, VET, and SDVOSB programs and documenting performance against goals.
- Submitting in the Electronic Subcontracting Reporting System (eSRS) the Individual Subcontracting Report (ISR) for subcontracting activity from October through March and an ISR for subcontracting activities from April through September of each fiscal year.
- Submitting in the eSRS a Summary Subcontract Report (SSR) for the entire fiscal year in accordance with the prime contract and instruction provided by the Contracting Officer.

**CONTRACT NO. DE-AC-2901AL66444**

- Verifying that subcontracts contain the flow down clauses pertaining to SB concerns when required and maintaining the policies and procedures required by the prime contract.
- Advising and training project management personnel on the purposes of this plan and fostering adequate support.
- Maintaining a working relationship with local minority trade associations and other disadvantage and woman-owned business organizations.
- Requiring lower-tier subcontractors to submit subcontracting plans when required and assisting in the development of sub-tier small business subcontracting plans to meet overall program objectives.
- Cataloging information concerning products and services from SB, SDB, WOSB, HUB, VET, and SDVOSB.
- Mentoring existing small business concerns currently under subcontract and enhancing their ability to provide timely, cost-effective, and quality services.
- Maintaining a close working relationship with DOE to ensure that WTS project objectives and activities are consistent with the DOE program.
- Making all supplier information available to other DOE contractors.

**III. Equitable Opportunities and Outreach Efforts**

WTS' outreach efforts will be conducted in good faith to ensure that qualified SB, SDB, WOSB, HUB, VET, and SDVOSB concerns are identified and utilized. We will also continue the development of our resource network.

***III.A Outreach Efforts***

WTS will pursue the following outreach efforts to obtain sources:

- Contacting minority and small business trade associations;
- Contacting business development organizations;
- Attending small and minority business procurement conferences and trade fairs.
- Researching sources from the Government's Central Contractor Registration (CCR), including the Dynamic Small Business Search which includes SBA's certifications for 8(a), SDB, SDVOSB, and HUBZone.
- Utilizing the WTS Web page to encourage new sources.
- Providing resources to guide and train small businesses to enhance their technical execution capabilities and achieve self-sufficiency (e.g., Mentor Protégé Program).

***III.B Internal Efforts***

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

- Presenting training programs on requirements of this plan.
- Establishing, maintaining, and using SB, SDB, WOSB, HUB, VET, and SDVOSB source lists, guides, and other data for soliciting subcontracts; and
- Monitoring activities to evaluate compliance with the subcontracting plan.

**IV. Subcontracting Plan Flowdown**

CONTRACT NO. DE-AC-2901AL66444

WTS agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities.

All subcontractors, except small business concerns that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) will adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan."

**V. Reports and Surveys**

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

**Table 1. ISR and SSR Reporting Frequency**

Report	Reporting Period	Due Date
ISR	October 1 through March 31	April 30
	April 1 through September 30	October 30
SSR	October 1 through September 30	October 30

**VI. Records and Procedures**

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

- Source lists (e.g., CCR), guides, and other data identifying candidate vendors, SB, SDB, WOSB, HUB, VET, and SDVOSB concerns.
- Organizations contacted to locate small, small disadvantaged, and women-owned small business sources.
- Records to support other outreach efforts, e.g., contacts with minority and small business trade associations and attendance at small and minority business procurement conferences and trade fairs.
- Records to support internal guidance and encouragement provided to buyers through (1) training programs and (2) monitoring subcontract award data.

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

Signed: \_\_\_\_\_  
 Typed Name: L. J. Whiting  
 Title: Manager of Procurement Services  
 Date: 2/21/07  
 Phone No.: 505-234-7130

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

Washington TRU Solutions LLC

TRACT NO. DE-AC-2901AL66444

PLAN ACCEPTED BY:

Contracting Officer

Date: 21 Feb 2007

ARTHUR L. WELTON  
CONTRACTING OFFICER

**Attachment A  
Percentage Goals**

Category	WIS Goal Percent	Anticipated Annual Dollars
<b>All Planned Subcontracting</b> Total estimated dollar value of all planned subcontracting (to all types of business concerns)		<b>\$70.0M</b>
<b>Large Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with large businesses (classified as "other than small")	60%	\$42.0M
<b>Small Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with small businesses (include SDB, WOB, HUB, VET, and SDVOSB)	40%	\$28.0M
<b>Small Disadvantaged Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with SDBs (included in SB total)	5%	\$3.5M
<b>Woman-Owned Small Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (included in SB total)	5%	\$3.5M
<b>HUBZone Small Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (included in SB total)	4%	\$2.8M
<b>Veteran-Owned Small Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (included in SB total)	3%	\$2.1M
<b>Service Disabled Veteran-Owned Small Business Concerns</b> Total estimated dollar value and percent of planned subcontracting with service disabled veteran-owned small businesses (included in SB total)	3%	\$2.1M

\* Cited as Percent of Total Planned Subcontracting Dollars as defined by SBA guidelines including excluding procurements from affiliates.