

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 257	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Oakridge Site Office U.S. Department of Energy NNSA/Y-12 Site Office P.O. Box 2050 Building 9704-2 Oak Ridge TN 37831	CODE 05008	7. ADMINISTERED BY (If other than Item 8) NNSA/Oakridge Site Office U.S. Department of Energy NNSA/Y-12 Site Office P.O. Box 2050 Building 9704-2 Oak Ridge TN 37831	CODE 05008
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABCOCK & WILCOX TECHNICAL SERVICES Y-12, LLC Attn: WILLIE J. WILSON PO BOX 2009 602 SCARBORO RD., N1.149/MS 8004 OAK RIDGE TN 378318004		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 141952312 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-000R22800	
		10B. DATED (SEE ITEM 13) 08/31/2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: P.L. 95-91
	D. OTHER (Specify type of modification and authority)

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

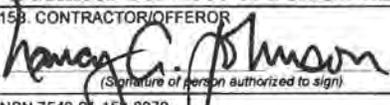
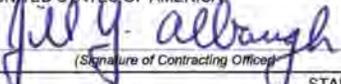
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is update the following clauses: B.2 TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE; F.1 TERM OF CONTRACT; I.15 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT; I.29 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.

See Page 2.

Period of Performance: 08/31/2000 to 09/30/2012

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) N.A. Johnson, VP Business Services & Performance Assurance	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jill Y. Albaugh
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-21-12
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/21/2012

NSN 7540-01-151-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to revise option periods and update Clause B.2 for Fiscal Years 2011, 2012, and 2013; revise the option periods information in clauses F.1 Term of Contract and I.15 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. An administrative change is also made to I.26 FAR 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010)*, which was incorporated into the contract via modification 246 to replace the June 1998 version. The text in this citation was duplicated from the I.25 citation.

A. Clause B.2 in the current contract is removed and replaced by the following:

B.2 TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE

(a) Estimated Cost:

- (1) The term of the transition period is from September 1, 2000 through October 31, 2000. The transition period will be on a cost reimbursement basis and the estimated cost will be negotiated after contract award.
- (2) The Estimated Cost of the Fiscal Year (FY) 2001 period of performance is \$567,376,000 (including fee).
- (3) The Estimated Cost of the Fiscal Year (FY) 2002 period of performance is \$634,411,000 (including fee).
- (4) The Estimated Cost of the Fiscal Year (FY) 2003 period of performance is \$674,299,000 (including fee).
- (5) The Estimated Cost of the Fiscal Year (FY) 2004 period of performance is \$719,428,000 (including fee).

(b) Fee (Through FY 2004):

- (1) The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for FY 2001 is \$484,177,068. The proposed Maximum Available Fee for FY 2001 is \$22,000,000.
 - (i) The Estimated Fee Base for FY 2002 is \$527,634,396. The Maximum Available Fee for FY 2002 is \$22,000,000.
 - (ii) The Estimated Fee Base for FY 2003 is \$602,760,811. The Maximum Available Fee for FY 2003 is \$22,940,552.
 - (iii) The Estimated Fee Base for FY 2004 is \$633,649,655. The Maximum Available Fee for FY 2004 is \$26,200,000.
- (2) The Maximum Available Fee as proposed and set forth in (b)(1) above for FY 2001 shall also serve as the Maximum Available Fee for FY 2002 - FY 2005 and Option Years FY 2006 - FY 2010 unless the Estimated Fee Base for a given fiscal year deviates by more than plus or minus 15% from the Estimated Fee Base set forth above for FY 2001. The proposed Maximum Available Fee shall be applicable to the prime contractor and its members in a joint venture or Limited Liability Company, teaming partners, and subcontractors identified and considered as part of the selection and award of this contract, if any.
- (3) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus 15% from the Estimated Fee Base set forth in (b)(1) above, the Contractor agrees to negotiate with the U.S. Department of Energy (DOE) an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation. The new Maximum Available Fee for that fiscal year

will be the amount calculated by DOE in accordance with DEAR 970.15 (consistent with the FY 2001 fee computation methodology), multiplied by the ratio of the proposed FY 2001 Maximum Available Fee in (b)(1) above and \$23,198,932. In the event the parties are unable to reach agreement on the Maximum Available Fee amount, the Government reserves the right to unilaterally establish the Maximum Available Fee amount.

- (4) The Available Fee for FY 2001 - FY 2005 and Option Years FY 2006 - FY 2010 will be negotiated annually (or any other period as may be mutually agreed to between the parties) between the Contractor and the Government. The Available Fee will be equal to or less than the Maximum Available Fee defined in (b)(1) above. The Available Fee shall be established considering the level of complexity, difficulty, cost effectiveness, and risk associated with specific objectives/incentives defined in the Performance Evaluation Plan (PEP), including work involving multiple-site taskings/objectives. Higher or lower levels of complexity, difficulty, cost effectiveness, and risk will correspondingly allow a higher or lower available fee. The portion of this Available Fee defined as award fee or comprehensive incentive versus performance-based incentives will be determined for each period during the negotiation of the requirements in the PEP. In the event the parties are unable to reach agreement on the Available Fee amount, the Government reserves the right to unilaterally establish the Available Fee amount. The Contract will be modified to reflect the Available Fee for each period.
- (5) RESERVED
- (6) The fee amounts Available and Earned for the specified Contract Periods are set forth below:

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
November 1, 2000 through September 30, 2001		
Award Fee	\$ 8,570,808	\$ 7,530,985
Performance Based Incentives	<u>\$ 11,595,858</u>	<u>\$ 8,604,587</u>
Total Actual Available Fee	\$ 20,166,666	\$ 16,135,572

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2001 through September 30, 2002		
Award Fee	\$ 6,692,250	\$ 5,554,568
Performance Based Incentives	<u>\$ 15,307,750</u>	<u>\$ 13,758,121</u>
Total Actual Available Fee	\$ 22,000,000	\$ 19,312,689

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2002 through September 30, 2003		
Award Fee	\$ 12,054,996	\$ 10,849,496
Performance Based Incentives	<u>\$ 10,885,556</u>	<u>\$ 10,339,015</u>
Total Actual Available Fee	\$ 22,940,552	\$ 21,188,511

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2003 through September 30, 2004		
Award Fee	\$ 16,310,939	\$ 15,810,939
Performance Based Incentives	<u>\$ 9,889,061</u>	<u>\$ 9,074,251</u>
Total Actual Available Fee	\$ 26,200,000	\$ 24,885,190

Fee for the above period will be earned by the contractor based on performance related to both the comprehensive fee performance objectives and the performance based incentives, which are contained in the Performance Evaluation Plan.

(7) There will be no fee paid for the transition period.

(c) Fee (Beginning FY2005):

Beginning in Fiscal Year 2005 the maximum potential fee and the actual available fee for each fiscal year will be established by NNSA prior to the commencement of the applicable fiscal year in accordance with NNSA Policy Letter: BOP-003.0501 dated January 10, 2005, and incorporated into paragraph (c)(5) below by modification.

(1) Up to thirty-five percent (35%) of the actual available fee pool shown in (c)(5) below for a given contract period may be paid to the Contractor provisionally in equal monthly increments of one-twelfth (1/12) of the amount per month. This provisional fee payment is the only fee payment that will be made prior to the final fee determination. The final determination of fee will be made by the Fee Determining Official (FDO), in accordance with the fee clauses of this contract. In the event that overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with FAR 52.232-17, Interest.

(2) Estimated Budget –

(i) The estimated budget for FY2005 is \$692,148,000.

(ii) The estimated budget for FY2006 is \$682,699,000.

(iii) The estimated budget for FY2007 is \$700,000,000.

(iv) The estimated budget for FY2008 is \$790,472,000.

(v) The estimated budget for FY2009 is \$760,178,000.

(vi) The estimated budget for FY2010 is \$762,003,000.

(vii) The estimated budget for FY2011 is \$803,000,000.

(viii) The estimated budget for FY2012 is \$960,816,000.

(ix) The estimated budget and fee for the six one-month option periods for FY 2013 is calculated as follows (in \$1000's):

FY 2013 Fee Base	\$1,171,339
FY 2013 Maximum Available Fee (MAF)	\$ 76,630
1/12 of the MAF	\$ 6,386
Six months of MAF	\$ 38,315
Six month Fee Base	\$ 585,670

- (3) Work for Others Fee:
- (i) The Work for Others fee percentage for FY2005 is 3.91% (85% of 4.6%).
 - (ii) The Work for Others fee percentage for FY2006 is 4.50% (85% of 5.3%).
 - (iii) The Work for Others fee percentage for FY2007 is 5.95% (85% of 7.0%).
 - (iv) The Work for Others fee percentage for FY2008 is 5.95% (85% of 7.0%).
 - (v) The Work for Others fee percentage for FY2009 is 5.95% (85% of 7.0%).
 - (vi) The Work for Others fee percentage for FY2010 is 5.95% (85% of 7.0%).
 - (vii) The Work for Others fee percentage for FY2011 is 5.95% (85% of 7.0%).
 - (viii) The Work for Others fee percentage for FY2012 is 5.95% (85% of 7.0%).
 - (ix) The Work for Others fee percentage for FY 2013 monthly Option periods is 5.95% (85% of 7.0%).
- (4) Cash Work - The amount of fee for work accomplished for other Management and Operating contractors will be negotiated between the two contractors.
- (5) Available and earned fee amounts for the specified contract periods are:

Maximum Potential Available Fee: Amounts shown relate to the estimated budget in (c)(2) above. The fee obtained from work accomplished under paragraphs (c)(3) and (4) above are additive to the amounts shown below.

<u>Contract Period</u>	<u>Maximum Available</u>
October 1, 2004 through September 30, 2005	\$45,280,710
October 1, 2005 through September 30, 2006	\$44,662,551
October 1, 2006 through September 30, 2007	\$45,794,393
October 1, 2007 through September 30, 2008	\$51,713,121
October 1, 2008 through September 30, 2009	\$49,731,271
October 1, 2009 through September 30, 2010	\$49,850,664
October 1, 2010 through September 30, 2011	\$52,532,710
October 1, 2011 through September 30, 2012	\$57,641,794

Actual Available and Earned Fee: Actual available fee will be earned by the contractor based on performance related to award fee (AF) objectives, high challenge fee, multi-site fee, and performance based incentives (PBIs) contained in the Performance Evaluation Plan.

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2004 through September 30, 2005		
Award Fee	\$18,499,187	\$16,538,795
Performance Based Incentives	<u>\$11,939,445</u>	<u>\$10,947,995</u>
Total Actual Available Fee	\$30,438,632	\$27,486,790

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2005 through September 30, 2006		
Award Fee	\$18,261,085	\$13,713,228**
Performance Based Incentives	\$16,100,783	\$17,821,357
Subtotal	\$34,361,868	\$31,534,585**
High Challenge Fee	\$10,300,683	\$ 5,037,250**
Total Actual Available Fee	\$44,662,551	\$34,534,585

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2006 through September 30, 2007		
Base Fee (AF and PBIs)	\$32,056,075	\$27,703,338
Stretch Fee (AF and PBIs)	\$ 9,158,879	\$ 6,577,340
Subtotal	\$41,214,954	\$34,280,678
Multi-Site Fee	\$ 4,579,439	\$ 3,492,321
Total Actual Available Fee	\$45,794,393	\$37,772,999

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2007 through September 30, 2008		
Base Fee (AF and PBIs)	\$33,613,529	\$30,700,765
Stretch Fee (AF and PBIs)	\$12,928,280	\$10,374,765
Subtotal	\$46,541,809	\$41,075,530
Multi-Site Fee	\$ 5,171,312	\$ 5,171,312
Total Actual Available Fee	\$51,713,121	\$46,246,842

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2008 through September 30, 2009		
Base Fee (AF and PBIs)	\$32,949,655	\$31,253,880
Stretch Fee (AF and PBIs)	\$11,808,489	\$ 9,326,639
Subtotal	\$44,758,144	\$40,580,519
Multi-Site Fee	\$ 4,973,127	\$ 4,968,127
Total Actual Available Fee	\$49,731,271	\$45,548,646

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2009 through September 30, 2010		
Base Fee (AF and PBIs)	\$32,402,932	\$29,822,958
Stretch Fee (AF and PBIs)	\$12,462,666	\$12,216,566
Subtotal	\$44,865,598	\$42,039,524
Multi-Site Fee	\$ 4,985,066	\$ 4,985,066
Total Actual Available Fee	\$49,850,664	\$47,024,590
Management Adjustment	-----	(\$1,824,000)
Total Fee Earned		\$45,200,590

Available and earned fee amounts for the extended performance beginning October 1, 2010 through September 30, 2011; October 1, 2011 through September 30, 2012; and Option Periods October 1, 2012 through December 31, 2012 and January 1, 2013 through March 31, 2013:

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2010 through September 30, 2011		
Base Fee (AF and PBIs)	\$37,796,410	\$34,558, 595
Stretch Fee (AF and PBIs)	\$ 9,483,029	\$ 8,692,987
Subtotal	\$47,279,439	\$43,251,582
Multi-Site Fee	\$ 5,253,271	\$ 5,253,271
Total Actual Available Fee	\$52,532,710	\$48,504,853
<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
October 1, 2011 through September 30, 2012		
Base Fee (AF and PBIs)	\$40,727,615	\$TBD
Stretch Fee (AF and PBIs)	\$11,150,000	\$TBD
Subtotal	\$51,877,615	\$TBD
Multi-Site Fee	\$ 5,764,179	\$TBD
Total Actual Available Fee	\$57,641,794*	\$TBD

* Fee will not be paid on funding provided for pensions.

Option Periods:	Available Fee	Earned Fee
October 1, 2012 through October 31, 2012	\$6,386,000	\$TBD
November 1, 2012 through November 30, 2012	\$6,386,000	\$TBD
December 1, 2012 through December 31, 2012	\$6,386,000	\$TBD
January 1, 2013 through January 31, 2013	\$6,386,000	\$TBD
February 1, 2013 through February 28, 2013	\$6,386,000	\$TBD
March 1, 2013 through March 31, 2013	\$6,386,000	\$TBD

In the event the Actual Budget deviates during FY2011 and FY 2012 by more than plus or minus 15% from the Estimated Budget and Fee Base defined in (c)(2) which is determined by BOP—003.0501, the Contractor agrees to negotiate with the National Nuclear Security Administration an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation.

B. Clause F.1 in the current contract is removed and replaced by the following:

F.1 TERM OF CONTRACT

- (a) The Contract's period of performance includes:
 Transition Term – the effective date of the Contract which was August 31, 2000, through September 30, 2000:
 Term – October 1, 2000 through September 30, 2012; and, if exercised;
 Option Term 1 – October 1, 2012 through October 31, 2012; and, if exercised;
 Option Term 2 – November 1, 2012 through November 30, 2012; and if exercised;
 Option Term 3 – December 1, 2012 through December 31, 2012; and if exercised;
 Option Term 4 – January 1, 2013 through January 31, 2013; and if exercised;
 Option Term 5 – February 1, 2013 through February 28, 2013; and if exercised;
 Option Term 6 – March 1, 2013 through March 31, 2013.
- (b) The period of performance of this Contract will expire on September 30, 2012, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The Contract period of performance may be extended in increments, or portions thereof as described above, for up to an additional period of six months. The

Contract's maximum period of performance, including Options, if exercised, beyond the Transition Period Term of the Contract shall not exceed twelve (12) years and six (6) months. Provisions of the Contract applicable to the Term apply to any and all options which may be exercised.

C. Clause I.15 in the current contract is removed and replaced with the following:

I.15 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within five (5) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 years and 6 months.

D. Clause I.29 – FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) in the current contract is removed and replaced with the revised clause below.

I.29 FAR 52.222-36 -- AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) *General.*

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

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) *Postings.*
- (1) The Contractor agrees to post employment notices stating --
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of Clause)