

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   5	
<b>2. AMENDMENT/MODIFICATION NO.</b> M001	<b>3. EFFECTIVE DATE</b> See Block 16C.	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR		<b>5. PROJECT NO. (If applicable)</b>	
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Beth L. Holt P.O. Box 2001 Oak Ridge, TN 37831-8758		<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  Oak Ridge Associated Universities P.O. Box 117 Oak Ridge, TN 37831			<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
			<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>	
			<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC05-06OR23100	
				<b>10B. DATED (SEE ITEM 13)</b> December 21, 2005	
<b>CODE</b>	<b>FACILITY CODE</b>				

**11. THIS ITEM 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)**

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


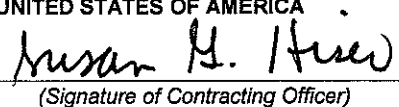
<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b>
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input checked="" type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b> P.L. 95-91 and Mutual Agreement
<input type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.**

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

See Page 2

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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Ronald D. Townsend President		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Susan G. Hiser, Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b> BY  (Signature of person authorized to sign)	<b>15C. DATE SIGNED</b> 12/21/2005	<b>16B. UNITED STATES OF AMERICA</b> BY  (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> 12/22/05

14. Description of Amendment/Modification:

The purpose of this modification is to accomplish the following:

- (1) Change the effective dates of the contract, transition period, evaluation periods, option period, and option period evaluation periods to correspond with the date of contract award.

Accordingly, the contract is hereby modified as follows:

**Clause B.2 ESTIMATED COST, BASE FEE, AND AWARD FEE is deleted in its entirety and the following is substituted in lieu thereof:**

**B.2 ESTIMATED COST, BASE FEE, AND AWARD FEE (NOV 2004)**

- (a) The contract period of performance shall include a non-fee bearing transition period of one month from January 1, 2006 through January 31, 2006, and a fee bearing performance period from January 1, 2006 through December 31, 2010. The transition period shall be concurrent with the performance period.

- (1) LINE ITEM 001-The estimated cost of transition activities is \$33,086

No fee will be payable for transition activities.

- (2) LINE ITEM 002-Base Period of Performance

- (i) ESTIMATED COST: The estimated cost for the base period, January 1, 2006 – December 31, 2010 is: \$730,707,745
- (ii) FEE: A base fee is payable over each of the evaluation periods in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." An award fee will be payable after evaluations at the conclusion of each specified evaluation period in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." In the event that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled "Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health." The maximum fee available for each period of the contract is as follows:

EVALUATION PERIOD

- (A) January 1, 2006 – December 31, 2006

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,100,000</u>
TOTAL FEE	<u>\$3,100,000</u>

(B) January 1, 2007 – December 31, 2007

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,157,690</u>
TOTAL FEE	<u>\$3,157,690</u>

(C) January 1, 2008 – December 31, 2008

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,228,245</u>
TOTAL FEE	<u>\$3,228,245</u>

(D) January 1, 2009 – December 31, 2009

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,301,502</u>
TOTAL FEE	<u>\$3,301,502</u>

(E) January 1, 2010 – December 31, 2010

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,377,541</u>
TOTAL FEE	<u>\$3,377,541</u>

**Total contract period estimated cost, base fee, and award fee is:** \$746,872,723

In the event of contract termination in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

NOTE: If a transition period is not required, performance period dates and award fee period dates will be adjusted.

- (b) The estimated cost will be reviewed annually to derive accurate projections of Participant Costs. Any adjustments will include only those costs specifically identified as Participant Costs and will be based on available historical data and projections of Participant Costs. The amount of Base Fee and available Award Fee will not be increased or decreased due to any adjustment of Participant Costs. Estimated Participant Costs (included in the above total) for the base period are:

January 1, 2006 through December 31, 2006	\$82,205,315
January 1, 2007 through December 31, 2007	\$85,493,528
January 1, 2008 through December 31, 2008	\$88,913,269
January 1, 2009 through December 31, 2009	\$92,469,800
January 1, 2010 through December 31, 2010	\$96,168,591

**Clause B.3 OPTION TO EXTEND THE CONTRACT is deleted in its entirety and the following is substituted in lieu thereof:**

**B.3 OPTION TO EXTEND THE CONTRACT (NOV 2004)**

- (a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's performance under the contract.
- (b) This contract shall be extended, at the unilateral option of the Government, in accordance with the clause in Section I, FAR 52.217-9 entitled "Option to Extend the Term of the Contract." The Contractor agrees that the performance under the option period exercised shall be accomplished within the following estimated cost, base fee, and award fee.

(1) LINE ITEM 003 – Option Period of Performance

- (i) ESTIMATED COST: The estimated cost for the option period,  
January 1, 2011 – December 31, 2015 \$877,666,267
- (ii) FEE: A base fee is payable over each of the option evaluation periods in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." An award fee will be payable after evaluations at the conclusion of each specified evaluation period in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." In the event that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled "Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health." The maximum fee available for each period of the option, if exercised, is as follows:

EVALUATION PERIOD

(A) January 1, 2011 – December 31, 2011

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,456,421</u>
TOTAL FEE	<u>\$3,456,421</u>

(B) January 1, 2012 – December 31, 2012

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,538,332</u>
TOTAL FEE	<u>\$3,538,332</u>

(C) January 1, 2013 – December 31, 2013

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,622,857</u>
TOTAL FEE	<u>\$3,622,857</u>

(D) January 1, 2014 – December 31, 2014

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,709,783</u>
TOTAL FEE	<u>\$3,709,783</u>

(E) January 1, 2015 – December 31, 2015

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,800,000</u>
TOTAL FEE	<u>\$3,800,000</u>

**Total option period estimated cost, base fee, and award fee is:**

\$895,793,660

In the event of contract termination in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

- (c) The estimated cost will be reviewed annually to derive accurate projections of Participant Costs. Any adjustments will include only those costs specifically identified as Participant Costs and will be based on available historical data and projections of Participant Costs. The amount of Base Fee and available Award Fee will not be increased or decreased due to any adjustment of Participant Costs. Estimated Participant Costs (included in the above total) for the option period are:

January 1, 2011 through December 31, 2011	\$100,015,335
January 1, 2012 through December 31, 2012	\$104,015,948
January 1, 2013 through December 31, 2013	\$108,176,586
January 1, 2014 through December 31, 2014	\$112,503,649
January 1, 2015 through December 31, 2015	\$117,003,796

**Clause F.4 TRANSITION ACTIVITIES is deleted in its entirety and the following is substituted in lieu thereof:**

**F.4 TRANSITION ACTIVITIES**

The transition period shall be concurrent with the performance period. The Contractor shall assume responsibility for the contract work on January 1, 2006.