

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 430	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE	00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAK RIDGE ASSOCIATED UNIVERSITIES, INC. P.O. BOX 117 OAK RIDGE TN 37830-6218		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 041152224 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23100	10B. DATED (SEE ITEM 13) 12/21/2005	

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

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

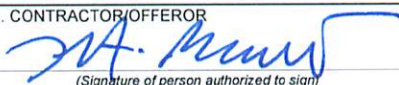
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Technical Services for Management of the Oak Ridge Institute for Science and Education

This modification deletes Section B in its entirety and replaces it with the attached Section B, Supplies or Services and Prices/Costs. All other terms and conditions remain unchanged.

Period of Performance: 01/01/2006 to 12/31/2015

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) Ivan A. Boatner Vice President & General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/20/2012
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/2012

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 11/20/2012

PART I – THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

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PART I – THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED (ALTERNATE I) (OCT 2004)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and provision of the following items of work:

Item 1 - See Section C, Clause C.1, Performance Work Statement

Item 2 - Reports in accordance with Section J, Attachment A, Reporting Requirements and other clauses in the contract which specify reporting requirements.

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 the 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: \$823,524,002 (an increase of \$51,772,513 attributable to the American Recovery and Reinvestment Act of 2009 (ARRA) funding and an increase of \$41,043,744 attributable to the difference between estimated and actual Participant Costs for the base period).
- (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." (Modification 215) A separate fixed fee applicable to certain items of work is payable in accordance with the clause in Section G entitled "Payment of Fixed 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."

- (b) A separate fixed fee applicable to certain items of work is payable in accordance with the clause in Section G entitled "Payment of Fixed Fee."

The maximum fee available for each period of the contract is as follows:

EVALUATION PERIOD

- (1) January 1, 2006 – September 30, 2006

Base Fee:	\$ <u>0</u>
Award Fee:	\$ <u>2,325,000</u>
TOTAL FEE	\$ <u>2,325,000</u>

- (2) October 1, 2006 – September 31, 2007

Base Fee:	\$ <u>0</u>
Award Fee:	\$ <u>3,143,268</u>
TOTAL FEE	\$ <u>3,143,268</u>

- (3) October 1, 2007 – September 31, 2008

Base Fee:	\$ <u>0</u>
Award Fee:	\$ <u>3,210,606</u>
TOTAL FEE	\$ <u>3,210,606</u>

- (4) October 1, 2008 – September 31, 2009

Base Fee:	\$ <u>0</u>
Award Fee:	\$ <u>3,283,187</u>
TOTAL FEE	\$ <u>3,283,187</u>

- (5) October 1, 2009 – September 30, 2010

Base Fee:	\$ _____ 0
Award Fee:	\$3,358,532
TOTAL FEE	<u>\$3,358,532</u>

<u>ARRA FIXED FEE</u>	
TOTAL FIXED FEE	<u>\$1,443,000</u>

Total contract base period estimated cost, base fee, fixed fee, and award fee is: \$840,320,681 (consisting of \$823,557,088 estimated cost and possible fee of \$16,763,593).

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. *(A transition period was not required, and the performance period dates and award fee have been adjusted accordingly.)*

- (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. Participant Costs (included in the above total) for the base period are: (Modification M010)

Contract Period	Original Estimated Costs	Actual Costs	Difference between Estimated and Actual Costs
Jan 1, 2006– Dec 31, 2006	\$82,205,315	\$ 83,323,908	\$1,118,593
Jan 1, 2007– Dec 31, 2007	\$85,493,528	\$ 79,490,270	(\$6,003,258)
Jan 1, 2008– Dec 31, 2008	\$88,913,269	\$ 88,171,604	(\$741,665)
Jan 1, 2009– Dec 31, 2009	\$92,469,800	\$101,609,323	\$9,139,523
Jan 1, 2010– Dec 31, 2010	\$96,168,591	\$133,699,142	\$37,530,551
Total Base Period	\$445,250,503	\$486,294,247	\$41,043,744

B.3 OPTION TO EXTEND THE CONTRACT (NOV 2006)

- (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.

LINE ITEM 003 – Option Period of Performance

- (1) **ESTIMATED COST:** The estimated cost for the option period, January 1, 2011 – December 31, 2015 is \$936,819,457 (an increase of \$59,153,190 attributable to the difference between estimated and actual participant costs for year one of the option period).
- (2) **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

(i) October 1, 2010 – September 30, 2011**

Base Fee:	\$ <u>0</u>
Award Fee:	\$3,436,701
TOTAL FEE	<u>\$3,436,701</u>

(ii) October 1, 2011 – September 30, 2012

Base Fee:	\$ <u>0</u>
Award Fee:	\$3,517,854
TOTAL FEE	<u>\$3,571,854</u>

(iii) October 1, 2012 – September 30, 2013

Base Fee:	\$ <u>0</u>
Award Fee:	\$3,601,726
TOTAL FEE	<u>\$3,601,726</u>

(iv) October 1, 2013 – September 30, 2014

Base Fee:	\$ <u>0</u>
Award Fee:	\$3,688,051
TOTAL FEE	<u>\$3,688,051</u>

(v) October 1, 2014 – December 31, 2015

Base Fee:	\$ <u>0</u>
Award Fee:	\$4,727,446
TOTAL FEE	<u>\$4,727,446</u>

Total contract option period estimated cost, base fee, and award fee is: \$955,791,235 (consisting of \$936,819,457 estimated cost and possible fee of \$18,971,778).

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.

** If notification has been made in accordance with the clause in Section I, FAR 52.217-9 entitled Option to Extend the Term of the Contract, the evaluation period in Item (A) will be adjusted in coordination with the adjustment to the evaluation period in Item (E) in clause B.2. The resulting evaluation period will be October 1, 2010 – September 30, 2011

and the available award fee amount will be \$3,436,701. The option period estimated cost, base fee, and award fee will be adjusted to \$896,638,045. *(NOTE: These adjustments are reflected in the above amounts.)*

The total contract estimated cost, base fee, fixed fee and award fee is: \$1,796,111,916 (consisting of \$1,760,376,545 estimated cost and \$35,735,371 possible fee).

- (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. Participant Costs (included in the above total) for the option period are:

Contract Period	Original Estimated Costs	Actual Costs	Difference between Estimated and Actual Costs
Jan 1, 2011– Dec 31, 2011	\$100,015,335	\$159,168,525	\$59,153,190
Jan 1, 2012– Dec 31, 2012	\$104,015,948		
Jan 1, 2013– Dec 31, 2013	\$108,176,586		
Jan 1, 2014– Dec 31, 2014	\$112,503,649		
Jan 1, 2015– Dec 31, 2015	\$117,003,796		
Total Option Period	\$541,715,314		\$59,153,190

B.4 OBLIGATION OF FUNDS (CPAF) (NOV 2004)

- (a) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds," total funds in the amount of *(revised with each funding modification)* are obligated herewith and made available for payment of allowable costs and maximum fee to be incurred from the effective date of this contract through the period estimated to end December 31, 2015.
- (b) In addition to the limitations provided for in this clause, DOE may, through financial plans or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be

made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor agrees

- (1) To comply with the specific limitations (ceilings on costs and encumbrances) set forth in such plans and directives,
 - (2) To comply with other requirements of such plans and directives, and
 - (3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- (c) (Modification 319) The Contractor manages the programs of the Oak Ridge Institute for Science and Education (ORISE) on behalf of DOE. The DOE requirement for management of the programs of ORISE extends beyond the term of this contract. In order to provide for the continuity of services and to accept advance funding for on-going programs, it has become necessary to obligate funds in excess of the costs which are expected to be incurred during the term of the contract. The contract ceiling for the purpose of the obligation of funds is \$2,500,000,000. (Modification 430) The total costs incurred, including fee, may not exceed the total estimated contract cost, including fee, of \$1,796,132,830.

B.5 DETERMINATION OF AWARD FEE EARNED (DEC 2006)

- (a) There shall be no annual negotiation of total available award fee since the total available award fee for the base period and the option period of the contract has been established. There shall be no adjustment in the amount of total available award fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Total available award fee is subject to adjustment only under the provisions of the clause in Section I, FAR 52.243-2 entitled "Changes - Cost Reimbursement, Alternate I." The total available award fee shall be applicable to the prime Contractor and its members in a joint venture or teaming arrangement identified and considered a part of the selection and award of this contract, if any.
- (b) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance for a determination of award fee amount in accordance with the clause in Section H entitled "Performance Evaluation and Measurement Plan." The determination as to the amount of award fee earned will be made by the Oak Ridge National Laboratory (ORNL) Site Office Manager. The Contractor agrees that such determination is a unilateral determination made by the ORNL

Site Office Manager. The Contractor shall be promptly advised in writing of the determination and the basis for the amount of award fee earned.

- (c) 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."
- (d) Award fee earned shall be available for payment in accordance with the provisions of this clause and the clause in Section G entitled "Payment of Base Fee and Award Fee." Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.