

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 208	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Pantex Site Office U.S. Department of Energy NNSA/Pantex Site Office P.O. Box 30030 Amarillo TX 79120-0030	CODE 05007	7. ADMINISTERED BY (If other than Item 6) NNSA/Pantex Site Office U.S. Department of Energy NNSA/Pantex Site Office P.O. Box 30030 Amarillo TX 79120-0030	CODE 05007
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABCOCK & WILCOX TECHNICAL SERVICES PANTEX, L L C Attn: GARY ALLEN P.O. BOX 30020 AMARILLO TX 791200000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 015693703 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC54-00AL66620	
		10B. DATED (SEE ITEM 13) 07/28/2000	

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 41 U.S.C. 253 (c) (1)

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.)

The purpose of this modification is to extend the contract until September 30, 2011, add two options and increase the available award fee.
Period of Performance: 02/01/2001 to 09/30/2011

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) JOHN D. WOOLERY PRESIDENT AND GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel J. Saiz <i>Contracting Officer</i>
15B. CONTRACTOR/OFFEROR <i>John D. Woolery</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/28/2010
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <i>[Signature]</i> 9/30/10 (Signature of Contracting Officer)

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Previous edition unusable

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

- a. By adding the highlighted information to the contract period and estimated cost at Part 1 The Schedule, Section B, SUPPLIES OR SERVICES AND PRICES/COSTS, paragraph B.2(a)(2), "The estimated Cost of the specific Contract periods, exclusive of the Contractor's available award fee, estimated cost for work for others, and other reimbursable work, if any, is set forth below":

<u>Contract Period</u>	<u>Estimated Cost</u>
February 1, 2001 through September 30, 2001	\$218,200,000
October 1, 2001 through September 30, 2002	\$426,264,000
October 1, 2002 through September 30, 2003	\$446,677,000
October 1, 2003 through September 30, 2004	\$496,340,000
October 1, 2004 through September 30, 2005	\$469,009,410
October 1, 2005 through September 30, 2006	\$426,791,583
October 1, 2006 through September 30, 2007	\$477,084,112
October 1, 2007 through September 30, 2008	\$515,915,000
October 1, 2008 through September 30, 2009	\$478,265,421
October 1, 2009 through September 30, 2010	\$537,402,000
October 1, 2010 through September 30, 2011	\$498,262,000
October 1, 2011 through December 31, 2011 (Option – See Para. F.4)	\$ To be determined (TBD)
January 1, 2012 through March 31, 2012 (Option – See Para. F.4)	\$ TBD

- b. By adding the highlighted information to the contract period and available fee at Part 1 The Schedule, Section B, SUPPLIES OR SERVICES AND PRICES/COSTS, paragraph B.2(b)(3), "The total available fee is a combination of the Performance Incentive Fee and Fixed Fee related to the Work for Others and Other Reimbursable Work effort. Actual available fee will be earned by the contractor based on performance related to award fee and performance-based incentives. The total available fee pool and earned fee for the specified period(s) is set forth below":

<u>Contract Periods</u>	<u>Available Fee</u>	<u>Earned Fee</u>
February 1, 2001, through September 30, 2001 Award Fee & Performance-Based Incentives	\$14,700,000	\$12,795,811
October 1, 2001 through September 30, 2002 Award Fee & Performance-Based Incentives	\$23,300,000	\$21,507,809
October 1, 2002 through September 30, 2003 Award Fee, Performance-Based Incentives & Comprehensive Incentives	\$23,700,000	\$20,619,000

October 1, 2003 through September 30, 2004 Award Fee & Performance-Based Incentives	\$26,400,000	\$23,502,961
October 1, 2004 through September 30, 2005 Award Fee & Performance-Based Incentives	\$28,140,565	\$25,129,523
October 1, 2005 through September 30, 2006 Award Fee & Performance-Based Incentives	\$29,875,417	\$27,501,337
Work for Others	\$ 109,778 (est)	\$ 61,221
Other Reimbursable Work	<u>\$ 538,832 (est)</u>	<u>\$ 499,504</u>
Total	\$30,524,027	\$28,062,062
October 1, 2006 through September 30, 2007 Award Fee & Performance-Based Incentives	\$33,395,888	\$30,676,159
Work for Others	\$ 84,238 (est)	\$ 150,434
Other Reimbursable Work	<u>\$ 457,800 (est)</u>	<u>\$ 537,040</u>
Total	\$33,937,926	\$31,363,633
October 1, 2007 through September 30, 2008 Award Fee & Performance-Based Incentives	\$36,114,000	\$33,946,126
Work for Others	\$ 186,000 (est)	\$ 264,216
Other Reimbursable Work	<u>\$ 73,000 (est)</u>	<u>\$ 185,015</u>
Total	\$36,373,000	\$34,395,357
October 1, 2008 through September 30, 2009 Award Fee & Performance-Based Incentives	\$ 33,478,579	\$ 31,815,053
Work for Others	\$ 224,634 (est)	\$ 207,296
Other Reimbursable Work	<u>\$ 91,932 (est)</u>	<u>\$ 192,086</u>
Total	\$ 33,795,145	\$ 32,214,435
October 1, 2009 through September 30, 2010 Award Fee & Performance-Based Incentives	\$ 37,618,000	
Work for Others	\$ 278,000 (est)	
Other Reimbursable Work	<u>\$ 120,000 (est)</u>	
Total	\$ 38,016,000	

October 1, 2010 through September 30, 2011	
Award Fee & Performance-Based Incentives	\$ 34,878,000
Work for Others	\$ 276,000 (est)
Other Reimbursable Work	<u>\$ 127,000 (est)</u>
Total	\$ 35,281,000

October 1, 2011 through December 31, 2011 (Option – See Para. F.4)	
Award Fee & Performance-Based Incentives	\$ TBD
Work for Others	\$ TBD
Other Reimbursable Work	<u>\$ TBD</u>
Total	\$ TBD

January 1, 2012 through March 31, 2012 (Option – See Para. F.4)	
Award Fee & Performance-Based Incentives	\$ TBD
Work for Others	\$ TBD
Other Reimbursable Work	<u>\$ TBD</u>
Total	\$ TBD

- c. By changing the performance period at Part 1 - The Schedule, Section F, DELIVERIES OR PERFORMANCE, paragraph F.1, entitled "Term of Contract," to read:
"The term of this Contract shall be for the period of **November 13, 2000 through September 30, 2011 (One year extension)**, unless sooner terminated in accordance with the provisions of this Contract. This period includes the transition period of November 2000 through **January 31, 2001.**"

- d. By changing Part 1- The Schedule, Section F, DELIVERIES OR PERFORMANCE, paragraph F.3, entitled "Option to Extend The Term Of The Contract," to read:

"(a) The Government may extend the term of this Contract by written notice to the Contractor anytime within the period from 15 to 30 days before the contract expires, 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 11 years, two months, not including the transition period.”

- e. By revising Part 1 – The Schedule, Section F, DELIVERIES OR PERFORMANCE, Paragraph F.4, entitled "EXERCISE OF OPTION(S)," second subparagraph, to read:

“The Option Periods, covering the period from February 1, 2006 to January 31, 2011 may be for period(s) from one to five years. The Contracting Officer will determine the duration of these option period(s) at the time of written notification to the Contractor. One or two successive three-month option periods, covering the period from October 1, 2011 to March 31, 2012 may also be exercised. The total term shall not extend beyond March 31, 2012.”

- f. By changing the Contract Administration Data at Part 1 - The Schedule, Section G, CONTRACT ADMINISTRATION DATA, paragraph G.1 (a) and (b) to read:

(a) “Technical and Administrative Correspondence/Matters. Technical and administrative correspondence (including waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract) concerning performance of this Contract shall be addressed to the **NNSA Contracting Officer at the Pantex Site Office (PXSO). The NNSA Contracting Officer is responsible for administration of technical and administrative matters for this Contract. The Contractor shall use the PXSO Contracting Officer as the focal point for all technical and administrative matters regarding this Contract, except as otherwise specifically delegated pursuant to subparagraph (b) of the Section H Clause entitled “Performance Direction.” Administration includes the issuance of Work Authorizations (WAs) and modifications thereto.”**

(b) DOE/NNSA Contracting Office. The Contracting Officer’s address is:

Contracting Officer
U.S. Department of Energy/NNSA
Pantex Site Office
P.O. Box 30030
Amarillo, TX 79120-0030"

- g. By adding the following clause H.60 to Part 1 - The Schedule, Section H, SPECIAL CONTRACT REQUIREMENTS:

H.60 PENSION MANAGEMENT PLAN

- (a) The Contractor shall submit a plan for management and administration (Pension Management Plan) for each defined benefit pension plan (Plan) for which the Department has a continuing obligation to reimburse pension contributions that is consistent with the terms of this Contract and which includes projected assets, projected liabilities, and estimated contributions and the prior year's actuarial valuation report annually on January 30.**
- (b) The Pension Management Plan shall include:**

 - (1) The Contractor's best projection of the contributions which it will be legally obligated to make to the Plan(s), beginning with the required contributions for the current fiscal year, based on the latest actuarial valuation, and continuing for the following four fiscal years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the Plan document(s). All contribution calculations should reflect payments made during DOE fiscal years, beginning Oct 1, through September 30, and the next succeeding four fiscal years. Please include a summary of the key actuarial assumptions used to determine the required contribution. All projections must be based upon the most recently available asset information for the Plan. For example, for a Plan with a July 1 valuation date, project the July 1, value of assets for the current year to be used in the calculation from the actual January 1, value of assets from the same year.**
 - (2) If the actuarial valuation submitted pursuant to the annual Pension Management Plan update indicates that the sponsor of the Plan must impose benefit restrictions, the Contractor shall provide the following information:**

 - (i) The type of benefit restriction that will take place,**
 - (ii) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction,**
 - (iii) The amount of money that would need to be contributed to the Plan and the timing of such contribution to avoid legally required benefit restrictions, and**

- (iv) A recommendation regarding whether the additional money should be contributed to the Plan and the rationale for the recommendation.
- (3) A detailed discussion of how the Contractor intends to manage the Plan(s) to maximize contribution predictability (i.e. forecasting accuracy) and to contain current and future costs, to include the rationale for selection of all Plan assumptions (i.e., actuarial experience studies) that determine the required contributions and which impact the level and predictability of required contributions. As part of the Contractor's plan to maximize contribution predictability, the Contractor may propose funding strategies other than ERISA minimums for NNSA's consideration and approval. The Contractor shall submit the following for NNSA to consider in deciding on the alternate funding strategy:
 - (i) Identify whether the current year additional amount can be absorbed within the current operating budget.
 - (ii) Discuss the integration of Plan's funding strategy and investment strategy taking into consideration the plan's demographic profile, liability duration, and impact of current year funding decisions on future year contribution requirements.
 - (iii) Discuss the strategy for achieving fully funded status and protecting against erosion of the Plan's funded status.
 - (iv) Discuss the strategy for specifically protecting any pension funding contributions reimbursed in excess of the minimum required contribution against the risk of significant loss.
 - (v) Discuss whether the plan has a prefunding or funding standard carryover balance that could be used to improve the plan's AFTAP without requiring additional contributions. Provide a rationale regarding the recommended use of the available balance(s).
- (4) An assessment to evaluate the effectiveness of the Contractor's Plan(s) investment management/results. The assessment must include at a minimum: a review and analysis of Plan investment objectives and asset allocations; results of the most recent asset liability study and investment policy review; the strategies employed to achieve the Plan's investment objectives; and the methods used to monitor execution of those strategies and the achievement of

the investment objectives. The Contractor shall also identify its plans, if any, for revising any aspect of its Pension Management Plan based on the results of the review.

Within thirty (30) days after the date of the submission, appropriate Contractor representatives will meet with the Contracting Officer and other DOE/NNSA representatives to discuss the Contractor's proposed Pension Management Plan. The Contractor must be prepared to discuss any differences between the prior fiscal year's projected pension contributions for future fiscal years and the most recent projected pension contributions for future fiscal years and the rationale for any such discrepancies. In addition, discrepancies between the actual contributions made for the most recent fiscal year preceding the meeting and the projected contributions for that fiscal year and the rationale for any such discrepancies, and funding strategies for the Plan will be discussed.

- h. All other terms and conditions remain in effect and unchanged.