

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE AC	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M165	3. EFFECTIVE DATE See Block 16.c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2050 Oak Ridge, TN 37831	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Babcock & Wilcox Technical Services Y-12, LLC P.O. Box 2009 Attn: Scott Baker, MS 8004 Oak Ridge, TN 37831-8004			<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22800
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13) August 31, 2000
CODE	FACILITY CODE			

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.

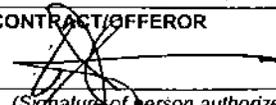
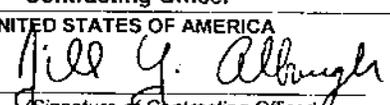
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as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

E. IMPORTANT: Contractor is not, X 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.)

- The current Section H.20 (b) is deleted. Reference Clause G.3 Contracting Officer's Representative
- The current Section H.35 Reserved is deleted and replaced with Section H.35 Compliance with Internet Protocol version 6 (IPv6) In Acquiring Information Technology
- The current Section H.58 is deleted and replaced with the enclosed H.58
- The current Section J, Attachment D "Key Personnel" is deleted and replaced with the enclosed Attachment D
- The current company name as Amended by Modification A164 is corrected to include an ampersand and dash as portrayed in block 8 of this Standard Form 30.

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) Scott Baker, Senior Vice President Business Services		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jill Y. Albaugh Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED 19 Dec 07	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 19 Dec 07
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

H.35 Compliance with Internet Protocol version 6 (IPv6) In Acquiring Information Technology

- a) This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The contractor agrees that:
- 1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and
 - 2) it has IPv6 technical support for development and implementation and fielded product management available.
- b) If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to:
- 1) obtain the Contracting Officer's approval before starting work on the deliverable;
 - 2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and
 - 3) have IPv6 technical support for development and implementation and fielded product management available.
- c) Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with instructions of the Contracting Officer.

H.58 ADVANCE UNDERSTANDING REGARDING SPECIAL HAZARDS ASSOCIATED WITH SUPPORT OF NUCLEAR AND OTHER THREATS OUTSIDE THE UNITED STATES

The parties recognize that the Contractor's support of DOE and/or other federal agency efforts to reduce threats from nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology located outside the United States may prove hazardous to Contractor employees who volunteer for these assignments.

When performing this work, Contractor employees may be subject to special hazards which are not part of the employee's normal duties and for which workers' compensation laws, other statutes, the Contractor's welfare plan and policies, other Contractor-provided insurance, or the worker's private insurance may not provide adequate financial protection to the worker in the event of disability, or to the worker's estate in the event of death.

(a) Definitions

- (1) "Field Deployment Team" means that emergency response team established by the Contractor at the request of DOE to be available, upon call by public authorities, through DOE, for immediate technical assistance and advice outside the United States involving detection, identification, assessment, characterization, packaging, control, containment, transport, dismantlement, movement or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology.
- (2) "Covered Assignment" means work which requires the active deployment outside the United States of a Contractor employee as a member of the Field Deployment Roster.
- (3) "Special Insurance Coverage" means Special (Additional) Travel Accident or similar special insurance coverage obtained by the Contractor, with the consent of DOE, to

cover each Contractor employee member of the Field Deployment Roster for accidental death, dismemberment, and disability occurring directly or indirectly from said employee's participation in a Covered Assignment, including but not limited to travel to and from the Covered Assignment.

- (4) "Field Deployment Roster" means the list provided at the time of deployment by the Contractor of employees who have volunteered to serve on, and have been accepted for a Covered Assignment.
 - (5) "Contractor Benefit Plans Insurance" means insurance obtained and paid for by the Contractor for and on behalf of its employees. Such insurance includes Basic Life Insurance, Business Travel Accident Insurance, and, if applicable, the Special Insurance Coverage.
- (b) Special Insurance Coverage
- The Contractor may provide Field Deployment Roster employees with Special Insurance Coverage, as an allowable cost under this Contract, in order to facilitate the provision of technical expertise to assist in the activities listed in (a)(1) above. The total amount of Contractor Benefit Plans Insurance (including Special Insurance Coverage under this clause) provided to any Field Deployment Roster employee shall not exceed that employee's annual salary multiplied by 10.
- (c) In performing the work covered by this clause, the Contractor shall use only Contractor employees who volunteer for this work assignment. The Contractor will thoroughly explain the risks of this work assignment to potential Contractor employee volunteers prior to accepting these volunteers for this work.
- (d) The Contractor will provide the Field Deployment Roster to the Contracting Officer in writing prior to beginning work that may be covered by this clause.
- (e) The Contractor shall not include the provisions of this clause in its subcontracts without first consulting with and receiving advance written approval from the Contracting Officer.
- (f) Special Incentives, Allowances and Payments
- (1) Post Hardship Differential is authorized for Field Deployment Team members serving on such covered assignments in accordance with Department of State Standardized Regulations (DSSR), Chapter 500. Post Hardship Differential is paid to Field Deployment Team members on temporary detail to one or more hardship posts after the forty-second calendar day of the Covered Assignment. Field Deployment Team members, who serve in Afghanistan, Iraq, or other countries if approved by the Contracting Officer, shall be granted Post Hardship Differential at the prescribed rate beginning on the forty-third day back to day one.
 - (2) Danger Pay Allowance is authorized for Field Deployment Team members serving on such covered assignments in accordance with DSSR, Chapter 650. Danger Pay Allowance is in addition to Post Hardship Differential, except as provided in the DSSR. Employees on detail at a danger pay post may be granted the danger pay allowance at the prescribed rate for all days of detail at such post except for days of absence from the post in a post or area not designated for the danger pay allowance. Note: Danger Pay is paid only for hours for which basic compensation is paid.
 - (3) Post Hardship Differential and Danger Pay Allowances are limited to a maximum of seventy-two days per individual, per deployment, unless the Contracting Officer

authorizes an extension of these benefits on a case-by-case basis due to critical mission needs.

- (4) Field Deployment Team members will not be eligible for additional incentive payments, such as an Incentivized Performance Award (IPA), Significant Event Award (SEA) or Supplemental Performance Award (SPA), for their participation or activities in a Covered Assignment for which special payments or incentives under this clause were paid.
- (5) Pursuant to work being pursued with support of nuclear and other threats outside the United States, an exception to Section E. Overtime Pay Program of Appendix A- Personnel Costs and Related Expenses is hereby granted to permit the payment of overtime to exempt employees. The payment will be made at the Field Deployment Team member's straight-time rate for all working hours over forty in a workweek in a Covered Assignment up to a maximum of seventy-two working days. The Contracting Officer may authorize an extension of overtime benefits.

SECTION J – ATTACHMENT D

KEY PERSONNEL

President and Chief Executive Officer	George E. Dials
Senior Vice President and Chief Operating Officer	Darrel P. Kohlhorst
Senior Vice President, Business Services	Scott W. Baker
Senior Vice President, Transformation and Projects	John P. Howanitz
Senior Vice President, Chief Human Capital Officer	Debra J. Shecterle
Vice President and Executive Director, Uranium Center of Excellence	Randy J. Spickard
Vice President, Safeguards & Security	Willis L. Clements
Vice President, Facilities, Infrastructure & Services	William R. Klemm
Vice President, Production	Leslie L. Reed
Vice President, Environment, Safety & Health	Michelle M. Reichert
Chief Financial Officer	Robert M. Gifford