

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CC	ACT ID CODE AC	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. M044	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 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12, L.L.C. P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.		
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22800		
CODE			FACILITY CODE		10B. DATED (SEE ITEM 13) August 31, 2000	

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"/>	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:
X	D. OTHER (Specify type of modification and authority) Clause I.90 and P.L. 95-91

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.)

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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) R.E. WESSEL Director, Prime Contract		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer	
15B. CONTRACT/OFFEROR BY <u>R. E. Wessel</u> (Signature of person authorized to sign)	15C. DATE SIGNED 9/3/02	16B. UNITED STATES OF AMERICA BY <u>William W. Wistrom</u> (Signature of Contracting Officer)	16C. DATE SIGNED 9/3/02

The purpose of this modification is to revise clause H.43 of the contract to recognize that BWXT Y-12 became responsible for work under the contract beginning on November 1, 2000 rather than October 1, 2000. Therefore, clause H.43 is deleted and replaced by H.43 below.

H.43 SPECIAL ASSESSMENT OF CONTRACTOR PERFORMANCE

- (a) The Department will conduct a Special Assessment of the Contractor's overall performance against established performance standards following completion of the first 23 months of the Contract term. This Special Assessment is in addition to the periodic appraisals and evaluations otherwise required by this Contract. The purpose of the assessment will be to determine whether the overall level of performance under the contract during the period November 1, 2000 through September 30, 2002 meets or exceeds quality performance expectations as defined below. This assessment allows DOE to make an informed decision regarding Contract term.
- (b) The Special Assessment will review annual performance evaluations in accordance with the PEMP and Contractor performance against the milestones and commitments in the Implementation Plan provided by the Contractor as part of its Contract proposal. The Contractor will be given an opportunity to review and comment on the resulting assessment.
- (c) If, based upon results of the Special Assessment, the Contracting Officer determines that the Contractor's performance is unacceptable in that: (1) the Contractor's overall performance level is less than "good" performance (as defined in the PEMP); (2) for the second year of performance, any area of performance is rated less than good; or (3) if performance milestones in (b) have not been substantially met; the Contracting Officer may terminate the Contract in accordance with subparagraph (a)(1) of Contract Clause entitled "Termination" in Section I. A decision to terminate this Contract is solely that of the Contracting Officer, consistent with a determination of whether the public interest is served thereby. The Contracting Officer will consider information submitted by the Contractor before making a final determination. If so terminated, the Contract termination effective date will coincide with the completion of the transition period for a new contract award. If the Contracting Officer determines that Contract performance should continue, the information contained in the Special Assessment will be considered as well as the quality of the contractor's continued performance and other considerations required by FAR in determining whether the option(s) to extend contract performance contained within this Contract should be exercised.

Notwithstanding the language stated above in this clause, the Government retains all of its rights under the clause in Section I entitled "**Termination.**"