below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect Cost	Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year				
	FY 96	FY 97	FY 98	FY 99	FY 2000
Overhead Information					
G&A Information					
Fringe Benefit (if applicable)					

b4

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b. The indirect cost limitation set forth above include provisions for all known increases that shall take place during the term of this contract resulting from statute, court decisions, and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority. However, in the event that during the term of this contract any other statute, court decision, and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations shall be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision, and/or ruling or regulation impacts the Contractor's indirect costs.

c. Should the DPLH total less than 80% of the estimated DPLH during the previous year, the Contractor may request a renegotiation of the ceiling rate.

H.34 COST REDUCTION PROPOSALS

Include in Sub Ks. HNSE PMC only

a. General

It is the Department of Energy's intent to have its facilities and laboratories operated in the most efficient and effective manner possible. To this end the Contractor shall, in the performance of this contract, assess its operations and identify areas where cost reduction would bring cost efficiency to operations without adversely affecting the level of performance required by the contract.

The Contractor, to the maximum extent possible, shall identify areas where cost reduction may be effected and develop and submit Cost Reduction Proposals (CRPs) addressing such to the Contracting Officer for review. If accepted, the Contractor shall share in any net (hard dollar) savings realized from accepted CRPs in accordance with the incentive sharing arrangement in paragraph (g) below.

b. Definitions

"*Hard dollar savings*" as used in this clause, means cost savings which revert to DOE control and may be available for deobligation in the immediate fiscal year, or which

below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect Cost	Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year				
	FY 96	FY 97	FY 98	FY 99	FY 2000
Overhead Information	N/A	N/A	N/A	N/A	N/A
G&A Information	1.5%	1.5%	1.5%	1.5%	1.5%
Fringe Benefit (if applicable)	N/A	N/A	N/A	N/A	N/A

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b. The indirect cost limitation set forth above include provisions for all known increases that shall take place during the term of this contract resulting from statute, court decisions, and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority. However, in the event that during the term of this contract any other statute, court decision, and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations shall be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision, and/or ruling or regulation impacts the Contractor's indirect costs.

c. Should the DPLH total less than 80% of the estimated DPLH during the previous year, the Contractor may request a renegotiation of the ceiling rate.

H.34 COST REDUCTION PROPOSALS

Include in Sub Ks. HNSI PMC only

a. General

It is the Department of Energy's intent to have its facilities and laboratories operated in the most efficient and effective manner possible. To this end the Contractor shall, in the performance of this contract, assess its operations and identify areas where cost reduction would bring cost efficiency to operations without adversely affecting the level of performance required by the contract.

The Contractor, to the maximum extent possible, shall identify areas where cost reduction may be effected and develop and submit Cost Reduction Proposals (CRPs) addressing such to the Contracting Officer for review. If accepted, the Contractor shall share in any net (hard dollar) savings realized from accepted CRPs in accordance with the incentive sharing arrangement in paragraph (g) below.

b. Definitions

"*Hard dollar savings*" as used in this clause, means cost savings which revert to DOE control and may be available for deobligation in the immediate fiscal year, or which

H.26 OBSERVANCE OF LEGAL HOLIDAYS

The Contractor will observe the following holidays during the performance of this contract.

New Years Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day

The Contractor is hereby notified the Government and other DOE on-site contractors may not observe all of the holidays listed above. The Contractor is required to ensure that sufficient personnel are available to provide the services necessary to avoid any interruption of work performed by the Government or the other DOE on-site contractors working on those holidays observed by the Contractor.

The Contractor shall conform to the holidays listed above. If the Contractor substitutes different holidays than those stated above, prior written approval of the Contracting Officer is required. Observance of the above days by the Contractor shall not be cause for an additional period of performance or entitlement of compensation except as set forth in the contract.

4. Clause H.32, **CORPORATE HOME OFFICE EXPENSE**, is deleted in its entirety and replaced with the following. This clause is revised to allow for additional General and Administrative Expense for FY 1998.

H.32 CORPORATE HOME OFFICE EXPENSE

No corporate home office expense of the Contractor shall be allowable under this contract without the prior approval of the Contracting Officer.

For FY 1998, additional corporate general and administrative expenses are allowable under this contract in the amount of $ b4 This amount is in addition to the corporate G&A previously paid during FY 1998 under this contract at the ceiling rate of b4 The b4 will be paid in two installments. The first installment of b4 will be paid on or about June 1, 1999 and the second installment of b4 will be paid on or about September 1, 1999.

5. Clause H.33, **LIMITATION ON INDIRECT COSTS**, paragraph a is deleted in its entirety and replaced with the following.

a. Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following indirect cost ceiling rates to the appropriate base outlined below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect Cost	Indirect Cost Ceiling Rate(s) per Contractor Fiscal Year					
	FY96	FY97	FY98	FY99	FY00	FY01
G&A Information		b4			b4	

6. Clause H.42, **GOVERNMENT-FURNISHED PROPERTY G&A TRANSITION** is added to the contract to provide government-furnished property to the contractor to assist them in transitioning the G&A functions from the GJO site to the Corporate Office.

H.42 GOVERNMENT-FURNISHED PROPERTY G&A TRANSITION

The property listed below is provided to the contractor for use during the period from March 1, 1999 to December 31, 1999 in order to assist them in the transition of the G&A functions located at the GJO site to the Corporate Office. On or before December 31, 1999, the property listed below shall be returned to the GJO site. Return of the property to the GJO site shall be at contractor expense, unless otherwise approved by the Contracting Officer. The government-furnished property listed below shall be used exclusively for work associated only federal government contracts.

One Chair
One Computer Workstation
Six Sharp Calculators, Serial Numbers: S9461, S13082, S11293, S16223, X13787, and S9568.
Five computer monitors, Serial Numbers: N00243, N00247, N00305, S14851, and N00293
Five computers, Serial Numbers: N00244, N00248, N00306, S14850, and N00294 (includes mouse, keyboard and applicable connecting cables for each computer)
Six file cabinets
Two lateral file cabinets
Four wooden stacking file cabinets
Two HPIII Printers, Serial Numbers: X15585, and S12474
One Monroe Calculator, Serial Number S144469
One metal bookcase
One two-drawer time card file cabinet

ATTACHMENT D
FACILITY OPERATIONS AND SUPPORT CONTRACTOR
LISTING OF KEY/CRITICAL PERSONNEL

KEY PERSONNEL

General Manager

Manager, Administration

Manager, Compliance

Manager, Facilities Operations

Manager, Laboratory

b4
&
b6

CRITICAL PERSONNEL

Lead Site Engineer

Lead Finance and Accounting Specialist

Lead Cost/Schedule Analyst

Lead Safety Engineer

Lead Environmental Engineer

The purpose of this modification is to revise the ceiling Corporate G&A rate for FY 1999.

1. Clause H.33, LIMITATION ON INDIRECT RATES, paragraph a is deleted in its entirety and replaced with the following.

H.33 LIMITATION OF INDIRECT COSTS

a. Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect Cost	Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year				
	FY96	FY97	FY98	FY99	FY2000
Overhead Information	N/A	N/A	N/A	N/A	N/A
G&A Information			b4		
Fringe Benefit	N/A	N/A	N/A	N/A	N/A

2. All other terms and conditions of this contract remain unchanged.

The purpose of this modification is to revise the ceiling Corporate G&A rate for FY 1998.

1. Clause H.33, LIMITATION ON INDIRECT RATES, paragraph a is deleted in its entirety and replaced with the following.

H.33 LIMITATION OF INDIRECT COSTS

a. Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect Cost	Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year				
	FY96	FY97	FY98	FY99	FY2000
Overhead Information	N/A	N/A	N/A	N/A	N/A
G&A Information			04		
Fringe Benefit	N/A	N/A	N/A	N/A	N/A

2. All other terms and conditions of this contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M019	See Block 16c	AN-NOPR	N/A

JED BY CODE

U.S. Department of Energy
Grand Junction Projects Office
2597 B 3/4 Road
Grand Junction, CO 81503

7. ADMINISTERED BY (If other than Item 6) CODE

Barbara E. Smith
(970) 248-6034

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)

WASTREN, Inc.
2597 B 3/4 Road
Grand Junction, CO 81503

CODE FACILITY CODE

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC13-96GJ87460
	10B. DATED (SEE ITEM 13) July 1, 1996

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 G.08

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF
XX	D. OTHER (Specify type of modification and authority) Unilateral, H.21, Payment of Base and Award Fee

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ 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 set forth the amount of award fee earned during the period October 1, 1996 through March 31, 1997. The amount of award fee earned for this period is $432,045. In accordance with clause H.21, Payment of Base and Award Fee, the Contractor is authorized to submit a public voucher for payment of the amount of award fee earned.

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 forc

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type Barbara E. Smith Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Barbara E Smith (Signature of Contracting Officer)

Release

Award Fee Period	Available Award Fee Pool	Award Fee Earned
10/1/96 - 3/31/97	$ 560,370	$ 432,045
4/1/97 - 9/30/97	521,271	
10/1/97 - 3/31/98	482,172	
4/1/98 - 9/30/98	487,686	
10/1/98 - 3/31/99	493,200	
4/1/99 - 6/30/99	246,600	
Total Available Award Fee Pool	$ 2,791,299	$ 432,045

b. The aggregate amount of all award fee pools shall be limited to the maximum award fee available as specified in Section B, Paragraphs B.02 and B.04, if options are exercised. Award fee denied during any period pursuant to the Contractor Performance Evaluation Plan shall not be available in subsequent periods.

12. Clause H.21, **PAYMENT OF BASE AND AWARD FEE**, is deleted in its entirety and replaced with the following. This is revised to delete the section relating to the base fee since no base fee is being paid on this contract.

H.21 PAYMENT OF AWARD FEE

The contract shall be modified by a unilateral contract modification, executed by the Contracting Officer when the award fee, if any, has been determined by the Government Fee Determination Official. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for the payment of the total award fee earned for the period evaluated. The Government shall promptly make payment of any award fee upon receipt of the Fee Determination Official's authorization in the amount of the total fee earned for the period evaluated.

13. Clause H.22, **PERFORMANCE EVALUATION PLAN,** paragraph a is deleted in its entirety and replaced with the following new paragraph a. This revision is necessary to delete reference to Attachment E which is being deleted from the contract.

a. A Performance Evaluation Plan upon which the determination of award fee shall be based, the criteria under each area evaluated, and the percentage of award fee, if any, available for each area, shall be unilaterally established by the Government. The Performance criteria shall be provided 30 calendar days prior to

ATTACHMENT D
FACILITY OPERATIONS AND SUPPORT CONTRACTOR
LISTING OF KEY/CRITICAL PERSONNEL

KEY PERSONNEL

General Manager

Acting Manager, Administration

Manager, Compliance

Manager, Facilities Operations

Manager, Laboratory

b4
&
b6

CRITICAL PERSONNEL

Lead Site Engineer

Lead Finance and Accounting Specialist

Lead Cost/Schedule Analyst

Lead Safety Engineer

Lead Environmental Engineer

The purpose of this modification is to revise the contract to (1) change the contract number from DE-AC13-95GJ87460 to DE-AC13-96GJ87460; (2) establish a fixed fee for the period from September 5, 1996 through September 30, 1996; and (3) make administrative changes to the contract.

1. All future correspondence relating this contract should reference the contract number as DE-AC13-96GJ87460. This change is required to show that the contract was awarded in FY 1996 rather than in FY 1995 as indicated by the previous contract number.

2. Clause B.02, Estimated Cost, Base, and Award Fee is deleted in its entirety and replaced with the following. This clause is revised to establish the cost and fixed fee for the period from September 5, 1996 through September 30, 1996.

B.02 ESTIMATED COST, BASE, FIXED AND AWARD FEE

a. The estimated cost of Items 1 and 3 above as contemplated by the Contract clause entitled "Limitation of Funds" exclusive of the base, fixed, and award fee is $54,441,469.

b. The firm fixed price of Item 2 is $3,462,915.

c. Transition Period Cost and Fixed Fee.

(1) The transition costs, exclusive of fixed, base, or award fee, is $558,051. (This amount is included in item a. above.) The period of performance for the transition period is specified in Section F of this contract.

(2). The fixed fee for the transition period of this contract is $25,112. The fixed fee shall be paid in installments based upon the percentage of completion of work as determined by the Contracting Officer.

d. September 5, 1996 through September 30, 1996.

(1) The costs for the period from September 5, 1996 through September 30, 1996, exclusive of fixed, base, or award fee, is $1,645,103. (This amount is included in item a. above.)

(2) The fixed fee for the period from September 5, 1996 through September 30, 1996 is $75,000. The fixed fee shall be paid in installments based upon the percentage of completion of work as determined by the Contracting Officer.

e. The base fee for this contract is $0. The base fee shall be payable in accordance with Special Clause Provision H.21 entitled "Payment of Base and Award Fee.

f. The total amount of earned award fee for this contract is $0.

g. The total amount of unearned award fee for this contract is $2,791,297.

h. The total amount of this contract including estimated cost, base fee, fixed fee, earned award fee, and unearned award fee pool remaining on this contract is $60,795,793.

I. The total amount allotted to this contract is $2,489,541. (incremental funding). It is estimated that this amount is sufficient to cover performance through September 30, 1996.

j. The award fee for this contract shall be awarded upon the unilateral determination of the DOE's Fee Determination Official that an award fee has been earned. This determination shall be based upon the Fee Determination Official's evaluation of the Contractor's performance measured against the Evaluation Criteria set forth in the Performance Evaluation Plan. Award fee available for each period is as set forth in the Special Contract Provision H.20 entitled "Distribution of Award Fee Pool."

3. Clause B.03, LEVEL OF EFFORT (LOE)/DIRECT PRODUCTIVE LABOR HOURS (DPLH), paragraph a is deleted in its entirety and replaced with the following.

a. The Contractor shall provide an estimated total of 64 DPLH over a fixed three year period of performance beginning from the effective date of the contract. The DPLH are defined as actual hours exclusive of vacations, holidays, sick leave, and other absences. The DPLH are inclusive of clerical and administrative support, overtime, travel time during normal duty hours, subcontractors, consultants, and any and all DPLH expenditures.

4. The table in clause B.06, ADMINISTRATIVE COST CEILINGS FOR EQUIPMENT, REIMBURSABLE TRAVEL, AND OTHER DIRECT COSTS is revised to show the relocation costs which were not included in the basic contract.

Period	Travel (000)	Training (000)	Equipment (000)	Relocation (000)	Supplies/ Services (000)
Base Period (3 years)					
Option 1 (1 year)					
Option 2 (1 year)					

b4

All amounts shown above exclude any applied indirect costs and fee.

5. Clause G.01, CORRESPONDENCE PROCEDURES, paragraph c is revised to change name and address for the Contracting Officer to the following.

Contracting Officer
Department of Energy
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503
ATTN: Barbara E. Smith

Telephone Number: (970) 248-6034

6. Clause G.04, THE DOE MANAGER, is revised to delete James Lampley and substitute George Rael.

7 Clause I.03, FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT, is revised to delete paragraph c and replace it with the following.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

A. The purpose of this modification is to extend the period of performance for the transition period and increase the cost of the transition. The total cost of the contract remains unchanged.

B. SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS

Delete: B.02 ESTIMATED COST, BASE, AND AWARD FEE
Substitute: B.02 ESTIMATED COST, BASE, FIXED, AND AWARD FEE

Delete Subparagraph c. in its entirety and substitute the following:

c. Transition Period Cost and Fixed Fee

(1) The transition cost exclusive of fixed, base, or award fee is $558,051. (Amount included in Item 1). The period of performance for the transition is specified in Section F of this contract.

(2) The fixed fee for the transition period of this contract is $25,112. The fixed fee shall be paid in installments based upon the percentage of completion of work as determined by the Contracting Officer.

Subparagraph f:

Delete: $2,891,409
Substitute: $2,866,297

C. SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS

B.03 LEVEL OF EFFORT (LOE)/DIRECT PRODUCTIVE LABOR HOURS (DPLH)

Add subparagraph d. as follows:

d. For purposes of Award Fee Pool calculation for each period during the basic three-year period of performance, an estimated total of b4 will be used beginning from October 1, 1996 through the remainder of the period of performance.