

2. AMENDMENT/MODIFICATION NO. 0139	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 13SC005746	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE 06003	7. ADMINISTERED BY (If other than Item 6)	CODE 06003

AMES Site Office U.S. Department of Energy AMES Site Office 9800 South Cass Avenue Argonne IL 60439	AMES Site Office U.S. Department of Energy AMES Site Office 9800 South Cass Avenue Argonne IL 60439
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IOWA STATE UNIVERSITY Attn: ROCHELLE ATHEY 1138 PEARSON HALL AMES IA 500112207 CODE 005309844 FACILITY CODE	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-07CH11358 10B. DATED (SEE ITEM 13) 12/04/2006
---	-----	--

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)
 Administrative Action

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) See Block 14

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.)

Tax ID Number: 42-6004224

DUNS Number: 005309844

DESCRIPTION OF AMENDMENT/MODIFICATION

See Page No. 2

Continued ...

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC02-07CH11358/0139

PAGE OF

2

9

NAME OF OFFEROR OR CONTRACTOR

IOWA STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 12/04/2006 to 12/31/2016				

14. DESCRIPTION OF AMENDMENT/MODIFICATION continued.

The purpose of this modification is to update Part I, Section F, Deliveries or Performance, in accordance with criteria specified in Clause F.2 – AWARD TERM INCENTIVE (SPECIAL), as follows:

A. PART I, SECTION F, DELIVERIES OR PERFORMANCE:

I. Clause No. F.1 – PERIOD OF PERFORMANCE is revised to read as follows:

F.1 – PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 – Award Date, of Standard Form 33, and shall continue up to and including December 31, 2016, unless sooner terminated according to its terms. The contract may be extended according to its terms. The contract may be extended in accordance with Clause F.2 – AWARD TERM INCENTIVE (SPECIAL).
- (b) The contract transition period is from award date through December 31, 2006”

II. Clause No. F.2 – AWARD TERM INCENTIVE (SPECIAL) is revised as follows:

Paragraph (a) (4) is deleted in its entirety and replaced with : “Initial contract term” for purposes of this clause only, means the period of performance commencing on the date the Contractor assumed full responsibility for the Laboratory (01/01/2007) through the end date specified in Clause F.1(a) above.

III. The attached Section F reflects a comprehensive document which includes the changes above.

B. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PART I

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

	PAGE NO.
F.1 - PERIOD OF PERFORMANCE	F-1
F.2 - AWARD TERM INCENTIVE (SPECIAL)	F-1
F.3 - FAR 52.242-15 - STOP WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	F-4
F.4 - STOP WORK AND SHUTDOWN AUTHORITY	F-5
F.5 - PRINCIPAL PLACE OF PERFORMANCE	F-5

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 - PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 - Award Date, of Standard Form 33, and shall continue up to and including December 31, 2016, unless sooner terminated according to its terms. The contract may be extended in accordance with Clause F.2 - AWARD TERM INCENTIVE (SPECIAL).
- (b) The contract transition period is from award date through December 31, 2006.

F.2 - AWARD TERM INCENTIVE (SPECIAL)

- (a) Definitions. For purposes of this clause:
 - (1) "A" means notably exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. The term "A" may be expressed using numbers, adjectives, or any other assessment approach deemed appropriate by the Government.
 - (2) "B+/Meets Expectations" means the rating available to the Contractor under the performance evaluation process where the Contractor has met the stated contract performance objectives. The term "meets expectations" may be expressed using numbers, adjectives, or any other assessment approach deemed appropriate by the Government.
 - (3) "Award Term Determination Official (ATDO)" means the Department of Energy official designated to determine whether the Contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
 - (4) "Initial contract term" for purposes of this clause only, means the period of performance commencing on the date the Contractor assumed full responsibility for the Laboratory (01/01/2007) through the end date specified in Clause F.1(a) above.

- (b) Eligibility for Award Term Extensions. In order for the Contractor to earn a contract term extension pursuant to the award term incentive, the contractor must:
- (1) Have been assessed by the FDO to have achieved an overall rating of at least an "A-" for Science and Technology and an overall rating of at least a "B+" for Management and Operations for each performance evaluation period (except as provided in (2) below), and, meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO. Provided, however, that the Contractor must also obtain a minimum score of at least 3.1 for each individual Science and Technology Goal and 2.5 for each individual Management and Operations Goal. And, provided, further that the foregoing proviso shall also apply to subparagraph (b) (2) below with respect to the second and third performance evaluation periods.
 - (2) With respect to the evaluation period for the first award term extension, the Contractor must achieve a rating of at least "B+" for both Science and Technology and Management and Operations for the first performance evaluation period and a rating of at least an "A-" for Science and Technology and a rating of at least a "B+" for Management and Operations for each of the next two performance evaluation periods.
- (c) Award Term Evaluation and Determination
- (1) The Government may extend the contract term up to a total of twenty years through operation of this award term incentive clause. The evaluation period for the first award term extension will be the first three performance evaluation periods of the initial contract term. Evaluations for subsequent award term extensions will be conducted annually.
 - (2) The ATDO will unilaterally determine if the Contractor: (i) meets eligibility requirements to earn an award term extension; and (ii) has earned additional contract term.
 - (3) The amount of award term that may be earned by the Contractor for the first award term extension is thirty-six (36) months. The amount of award term that may be earned by the Contractor for each subsequent award term extension is twelve (12) months.

- (4) If the ATDO determines that the Contractor has earned additional award term, the Contracting Officer will unilaterally modify the contract to extend the term of the contract.
 - (5) If the Contractor fails either (i) to earn the first award term extension, or (ii) to earn the award term 3 times, the Contractor becomes ineligible to earn any additional award term extension(s) under the contract.
- (d) Conditions.
- (1) This clause does not confer any other rights to the Contractor other than the right to earn additional contract term as specified herein. Any additional contract term awarded to the Contractor under this clause is subject to all of the other terms and conditions of this Contract. Should the terms of this clause conflict with the terms of any other clause under this Contract, then this clause shall be subordinate.
 - (2) The Contractor's earning of an award term extension and the Contractor's right to perform an earned award term extension are subject to:
 - (i) The Government's continuing need for the contract's work;
 - (ii) The availability of funds; and
 - (iii) Mutual agreement by the parties to contract modifications that incorporate changes to, or new, DOE policy or contract clauses;
 - (3) The Government may make unilateral changes to the Performance Evaluation and Measurement Plan (or equivalent document) prior to the start of an award term evaluation period.
 - (4) The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Contractor failing to earn or forfeiting award term.
 - (5) A significant failure of Contractor's management controls as defined in the clause entitled "Management Controls" or a first degree performance failure as defined in the clause entitled "Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts" may result in the forfeiture of up to 3 years of earned award term. This potential forfeiture is in addition to other remedies provided for in the contract.

F.3 - FAR 52.242-15 - STOP WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 - STOP WORK AND SHUTDOWN AUTHORITY

FAR 52.242-15 – Stop Work Order – Alternate I, allows only the Contracting Officer to stop work or shutdown facilities for reasons other than harm or imminent danger to the environment or health and safety of employees and the public.

Due to the immediate need to stop work due to situations where the Contractor's acts or failures to act cause substantial harm or present an imminent danger to the environment or health and safety of employees or the public, any DOE employee may exercise the stop work authority contemplated in DEAR 970.5223-1 – Integration of Environment, Safety, and Health Into Work Planning and Execution.

F.5 - PRINCIPAL PLACE OF PERFORMANCE

The principal place of contract performance is at the site of the AMES Laboratory, Ames, Iowa.