

BASIC ORDERING AGREEMENT No. BBWI-BOA-060704 BETWEEN

Hewitt Associates LLC

AND

Bechtel BWXT Idaho, LLC

On behalf of the Integrated Contractors Purchasing Team for the U.S. Department of Energy

This Basic Ordering Agreement (BOA) between Hewitt Associates LLC (hereinafter "Seller") with its principal offices located at 100 Half Day Road, Lincolnshire, IL 60069 and Bechtel BWXT Idaho, LLC (hereinafter "BBWI") with an operating office in Idaho Falls, Idaho, acting under Contract DE-AC07-99ID13727 with the United States Department of Energy (hereinafter "DOE"), and on behalf of the Department of Energy (DOE) is entered into to provide Benefit Value Studies and related services to the DOE, DOE Contractors (as defined below) and designated affiliates in accordance with the following:

1. The Items (as defined in Article 1) offered under this Agreement are purchased in accordance with ARTICLE 1, STATEMENT OF WORK.
2. The Items offered under this Agreement shall be in accordance with ATTACHMENT A, REQUIREMENTS DOCUMENT BENEFITS VALUE STUDY.
3. ATTACHMENT B, ACTUARIAL CERTIFICATION is hereby incorporated into this Agreement.
4. This Agreement is for the DOE and those Contractors and designated affiliates named in ATTACHMENT C, AUTHORIZED CONTRACTORS AND DESIGNATED AFFILIATES.
5. Pricing under this Agreement is in accordance with ATTACHMENT D, MASTER PRICE SCHEDULE.
6. Basic Ordering Agreement General Terms and Conditions dated 05/01 are included in ATTACHMENT E, and incorporated herein only to the extent applicable to the Items performed hereunder.

The parties agree that the DOE (including DOE field offices), or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60 (collectively hereinafter called "Contractor"), may place "Orders" (as defined in Attachment E) under this BOA and receive the appropriate, discounted price. This may also include any DOE Contractor specified lower-tier subcontractors providing supplies or services in direct support of a prime contract.

ARTICLE 1 – SCOPE OF WORK

The Seller shall provide benefit value studies and associated services (herein after called "Items") in accordance with the pricing and discounts in ATTACHMENT D, MASTER PRICE SCHEDULE and the technical requirements identified in Attachment A, REQUIREMENTS DOCUMENT FOR BENEFITS VALUE STUDY.

The Seller shall provide a fully executed actuarial certification with each benefit value study. The actuarial certification shall be in accordance with ATTACHMENT B, ACTUARIAL CERTIFICATION.

Nothing in this Agreement precludes Seller from retaining all ownership rights, title, and interest in its standard tools, templates, processes, and methodologies used in providing the Items under this Agreement. It is further agreed by the parties, that Company shall have the right to any data collected at Companies expense for completing the purposes of this Agreement and its other requirements for the DOE.

ARTICLE 2 – TERM OF AGREEMENT

All Orders placed hereunder shall reference Integrated Contractor Purchasing Team (ICPT) BOA No. 060704 and the site-specific order number as required by the specific Contractor site. The term of this Agreement is three years, commencing on November 9, 2004 through and including November 8, 2007. After November 8, 2007, this Agreement can be extended in one year increments upon mutual agreement of both parties that extension is warranted.

The Seller agrees to furnish Items described herein as Contractor(s) may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon mutual acceptance of particular Orders issued under this Agreement.

In the event the term of the BOA expires prior to Seller's fulfillment of all Orders placed by Contractor(s), Seller shall complete any outstanding Order(s). However, the Seller is not obligated to accept any new Orders under this Agreement after the expiration date.

ARTICLE 3 – USAGE

This BOA is not a mandatory source of supply to the DOE complex. BBWI neither implies nor guarantees a specific quantity or level of purchases resulting from this BOA and expressly reserves the right, at its sole discretion, to obtain the referenced Items from other sources.

However, this BOA is made available to, and is encouraged for use by, any Contractor and any approved lower-tier subcontractor, within the DOE complex.

ARTICLE 4 – PRICING TERMS

The Items furnished under this Agreement shall be in accordance with ATTACHMENT D, MASTER PRICE SCHEDULE. The pricing identified in ATTACHMENT D, MASTER PRICE SCHEDULE shall remain fixed through December 31, 2004. For every year thereafter, through the expiration date of this Agreement, the Seller shall provide the "BOA Procurement Representative" (as defined in Attachment E) with an updated price schedule no later than the first day of the month in which the current term expires. Such updated price schedule shall be effective for the next calendar year.

ARTICLE 5 - ORDER PLACEMENT

Contractor sites placing Orders against this Agreement may issue a variety of instruments including but not limited to: Blanket Purchase Agreements, individual Purchase Orders, Credit Card Transactions, or Electronic Orders for the referenced Items, all of which are based upon in ATTACHMENT D, MASTER PRICE SCHEDULE. All transactions shall be direct-billed to each Contractor site accordingly. Each Contractor site shall coordinate ordering logistics with the Seller.

ARTICLE 6 – DELIVERY

The Items specified in ARTICLE 1, STATEMENT OF WORK, shall be completed and delivered as follows:

F.O.B. Point (point of delivery): Destination
Payment Terms: Net 30 days from receipt of a proper invoice.

Benefit Value Studies shall be delivered to the ordering Contractor within 8 weeks after receipt of comparator data from Contractor. Delivery location shall be negotiated with the respective Contractor.

ARTICLE 7 – REPORTING REQUIREMENTS

The Seller shall submit the following reports to the BOA Procurement Administrator on a semi-annual basis, or as requested to facilitate DOE objectives:

- Cumulative DOE complex cost savings between list price and negotiated price.
- Cumulative expenditures for each DOE Contractor site
- Usage and trend analysis across the DOE Complex and/or by each individual Contractor site.

ARTICLE 8 - ADMINISTRATIVE

The BOA Procurement Representative for this BOA is:

Michelle Wiest
Bechtel BWXT, Idaho, LLC
Idaho National Engineering and Environmental Laboratory
P.O. Box 1625
Idaho Falls, Idaho 83415-1303
Telephone: (208) 526-0634
Fax: (208) 526-7743
E-mail: mma@inel.gov

All matters relating to the administration, performance and interpretation of this Agreement shall be referred to the BOA Procurement Administrator. The Seller shall direct all correspondence for approval in writing to the BOA Procurement Administrator. The BOA Procurement Administrator will issue any notices or approvals in writing to the Seller.

BOA Sellers Administrator's Address is as follows:

Michael Hill
Hewitt Associates LLC
100 Half Day Road
Lincolnshire, IL 60069
Telephone: (847) 295-5000 X-16970
Fax: (847) 771-7907
E-mail: mike.hill@hewitt.com

ARTICLE 9 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that DOE Contractor(s) may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the DOE Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws. In such instances, site-specific terms and conditions shall be incorporated in the order with the "Authorized Subcontractor" (as defined in ATTACHMENT C) only after acceptance of such terms and conditions has been established with the Authorized Subcontractor and Seller.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of BBWI's signature date.

ACKNOWLEDGED AND CONFIRMED;

Hewitt Associates LLC	Bechtel BWXT, Idaho, LLC
BY: <i>CL Connolly</i>	BY: <i>Michelle Wiest</i>
TITLE: <i>Secretary</i>	TITLE: <i>Manager, Subcontracts</i>
DATE: <i>11/10/2004</i>	DATE: <i>11/9/2004</i>