

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 02/19/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	7. ADMINISTERED BY (If other than Item 6) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0005803	
		X 9B. DATED (SEE ITEM 11) 01/03/2014	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

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 6 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 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:
	D. OTHER (Specify type of modification and authority)

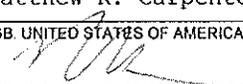
E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Changes:

See pages 2-11

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) Matthew R. Carpenter
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 02/19/2014

The purpose of this amendment is to amend solicitation DE-SOL-0003603 as described below and incorporated in the conformed copy of the solicitation:

Section C:

1. C.2.1.2 Groundwater Management at Building 4024 (CLINs 00002 and 00005), was revised as follows:

From:

The Contractor shall perform groundwater management and monitoring at Building 4024 (Building 4024 contains below grade vaults subject to periodic in-flow of water potentially low levels of radioactivity). The Contractor shall assume operational responsibility of Building 4024, and the associated scope for the building. Frequency of inspections is dependent upon the weather. The Contractor shall perform periodic pumping by an appropriately trained worker with personal dosimetry. Currently this averages a minimum of one day per week in dry months (April thru October) and two days per week in wet months (November thru March). Should the Contractor find water in the basement of Building 4024, the water shall be pumped and then stored in an existing Baker tank on the top floor of the facility. The Contractor shall take a water sample consistent with the requirements of the Site-wide Water Quality Sampling and Analysis Plan (WQSAP), before off-site disposal. The Contractor shall perform the gamma spectroscopy analysis, interpretation, reporting of results, and release of the water for offsite disposal. The Contractor shall use an off-site laboratory for this analysis. Based on the results of the water sample, the Contractor shall disposition the water to an appropriate off-site permitted facility that receives and treats the processed water. Currently the water is sent to Southwest Processing in Vernon, CA for processing. Historically, approximately 10,000 gallons on average are shipped every six months, but in some high= rain years as much as 120,000 gallons in a year have been shipped.

To:

The Contractor shall perform groundwater management and monitoring at Building 4024 (Building 4024 contains below grade vaults subject to periodic in-flow of water potentially low levels of radioactivity). The Contractor shall assume operational responsibility of Building 4024, and the associated scope for the building. Frequency of inspections is dependent upon the weather. The Contractor shall perform periodic pumping by an appropriately trained worker with personal dosimetry. Currently this averages a minimum of one day per week in dry months (April thru October) and two days per week in wet months (November thru March). Should the Contractor find water in the basement of Building 4024, the water shall be pumped and then stored in an existing Baker tank on the **ground floor, outside** of the facility. **The Contractor shall be responsible for continuing the lease of the associated Baker tanks for Building 4024.** The Contractor shall take a water sample consistent with the requirements of the Site-wide Water Quality Sampling and Analysis Plan (WQSAP), before off-site disposal. The Contractor shall perform the gamma spectroscopy analysis, interpretation, reporting of results, and release

of the water for off-site disposal. The Contractor shall use an off-site laboratory for this analysis. Based on the results of the water sample, the Contractor shall disposition the water to an appropriate off-site permitted facility that receives and treats the processed water. Currently the water is sent to Southwest Processing in Vernon, CA for processing. Historically, approximately 10,000 gallons on average are shipped every six months, but in some high rain years as much as 120,000 gallons in a year have been shipped.

2. C.2.2. Groundwater Monitoring Activities (CLINs 00003 and 00006), paragraph (7) was revised as follows:

From:

7. The Contractor shall deliver quarterly water level monitoring data (in the form of a letter submittal) which will subsequently be delivered to the regulators. The Contractor shall also deliver an annual compilation and discussion of groundwater monitoring data which shall constitute the DOE portion of the groundwater annual report that will subsequently be submitted to DTSC. It is envisioned that DOE/NASA/Boeing will all have input into one compiled groundwater annual report that will be submitted to the regulators. The Contractor shall compile the quarterly water level monitoring data with the annual compilation and discussion of groundwater monitoring data, and provide the information as input into the DOE required ASER. The Contractor shall incorporate the groundwater monitoring data from the various groundwater monitoring reports, and provide the data as input to the groundwater Remedial Investigation (RI) Report and the Corrective Measure Report (CMR) that will be submitted to the DTSC in 2015. The RI and CMR reports are required by all three parties (DOE, NASA, & Boeing). The RI and CMR reports will be submitted to the DTSC per the 2007 Consent Order, through a compilation of each party's separate investigations. The Contractor will not be required to complete the groundwater annual report, the RI, or the CMR.

To:

7. The Contractor shall deliver quarterly water level monitoring data (in the form of a letter submittal) which will subsequently be delivered to the regulators. The Contractor shall also deliver an annual compilation and discussion of groundwater monitoring data (**including quality assurance information**) which shall constitute the DOE portion of the groundwater annual report that will subsequently be submitted to DTSC. It is envisioned that DOE/NASA/Boeing will all have input into one compiled groundwater annual report that will be submitted to the regulators. The Contractor shall compile the quarterly water level monitoring data with the annual compilation and discussion of groundwater monitoring data, and provide the information as input into the DOE required ASER. The Contractor shall incorporate the groundwater monitoring data from the various groundwater monitoring reports, and provide the data as input to the groundwater Remedial Investigation (RI) Report and the Corrective Measure Report (CMR) that will be submitted to the DTSC in 2015. The RI and CMR reports are required by all three parties (DOE, NASA, & Boeing). The RI and CMR reports will be submitted to the DTSC

per the 2007 Consent Order, through a compilation of each party's separate investigations. The Contractor will not be required to complete the groundwater annual report, the RI, or the CMR.

3. C.4. Non-D&D Waste Management Activities (CLINs 00004 and 00007), paragraph (2) was revised as follows:

From:

2. The Contractor shall be responsible for all waste management activities, including proper characterization of waste relative to physical, chemical and radiological characteristics. The Contractor shall identify and coordinate with disposal sites to ensure waste disposal is in accordance with applicable requirements and meets the waste acceptance criteria of the waste receiving facility and shall notify DOE ten workdays prior to any shipments. The Contractor shall also be responsible for payment of waste transportation and disposal site fees.

To:

2. The Contractor shall be responsible for all waste management activities, including proper characterization of waste relative to physical, chemical and radiological characteristics. The Contractor shall identify and coordinate with disposal sites to ensure waste disposal is in accordance with applicable requirements and meets the waste acceptance criteria of the waste receiving facility and shall notify DOE ten workdays prior to any shipments. The Contractor shall also be responsible for payment of waste transportation and disposal site fees **(except for disposal fees for wastes shipped to the Nevada National Security Site)**.

4. C.4. Non-D&D Waste Management Activities (CLINs 00004 and 00007), paragraph (3) was revised as follows:

From:

3. The Contractor shall ensure a proper mechanism is in place to identify and locate all placarded shipments of waste, and certain other shipments within 2 hours.

To:

3. The Contractor shall ensure a proper mechanism is in place to identify and locate all placarded shipments of waste, and certain other shipments **(i.e., shipments en route to a radioactive or hazardous waste disposal site)** within 2 hours.

5. C.4. Non-D&D Waste Management Activities (CLINs 00004 and 00007), paragraph (15) was revised as follows:

From:

15. The Contractor shall appropriately disposition tritiated water in the Baker Tanks located at building 4019 and tritiated water collected during ongoing well sampling activities. The Contractor shall not use the evaporator system in RMHF Building 4022 for tritiated water.

To:

15. The Contractor shall appropriately disposition **the** tritiated water in the **ten DOE owned poly tanks containing approximately 2500 gallons of tritiated water** located at building 4019. **The** tritiated water **was** collected during ongoing well sampling activities. The Contractor shall not use **an** evaporator system for **the** tritiated water.

6. C.4. Non-D&D Waste Management Activities (CLINs 00004 and 00007), paragraph (17) the following language is deleted:

“17. ETEC does not include the operation of any existing groundwater treatment facility. Currently there is only one groundwater treatment facility, which is a Boeing owned and maintained facility called the Groundwater Extraction Treatment System (GETS) located in Area I of the SSFL. The Contractor shall be responsible for operating and maintaining the extraction well and the DOE pipeline to the GETS from Area IV.”

7. C.6.1 Pre-Demolition, paragraph (3)(a) was revised as follows:

From:

a. Specific components of the D&D plan for each D&D Option CLIN shall include: maps; figures; a detailed description of buildings and the proposed equipment, methods and extent of removals; health and safety requirements; specific waste management profiles; expected waste streams and volumes; waste management and disposal requirements; results of pre-demolition physical inspections; site restoration requirements; existing radiological survey data as provided by DOE (see Appendix 6 to this PWS, EPA Final Report entitled “Final Radiological Characterization of Soils Area IV and the Northern Buffer Zone”); and the locations/results of pertinent waste characterization samples. The end state for each D&D project shall be clearly described. The expected end state for all D&D projects is a stabilized site ready for transition to the soils investigation efforts outlined in the AOC.

To:

a. Specific components of the D&D plan for each D&D Option CLIN shall include: maps; figures; a detailed description of buildings and the proposed equipment, methods and extent of

removals; health and safety requirements; specific waste management profiles; expected waste streams and volumes; waste management and disposal requirements; results of pre-demolition physical inspections; site restoration requirements; existing radiological survey data as provided by DOE (see Appendix 6 to this PWS, EPA Final Report entitled “Final Radiological Characterization of Soils Area IV and the Northern Buffer Zone”); and the locations/results of pertinent waste characterization samples. The end state for each D&D project shall be clearly described. The expected end state for all D&D projects is a stabilized site ready for transition to the soils investigation efforts outlined in the AOC. **That is, project areas shall have adequate drainage and erosion controls, be resistant to slumping or sliding, and present no unmitigated safety or environmental hazards.**

8. C.6.3. Management of Demolition Materials and Waste Disposal was revised as follows:

From: The Contractor shall perform the necessary activities for management of demolition materials and waste disposal in accordance with the Contractor’s CLIN specific D&D plans. In addition, the following activities shall be performed:

To:

The Contractor shall perform the necessary activities for management of demolition materials and waste disposal in accordance with the Contractor’s CLIN specific D&D plans, **as well as the requirements of Section C.4 of this PWS, which shall be applicable to waste generated from D&D activities.** In addition, the following activities shall be performed:

9. C.6.4. Post-Demolition Activities, paragraph (2) was revised as follows:

From:

2. Excavations less than three feet deep shall be re-graded using adjacent soils to restore site surface and ensure proper drainage. Excavated soils shall be stockpiled and used only to backfill the excavation from which they came. The Contractor may use material from an off-site location to backfill deeper excavations. However, the Contractor shall only use backfill material from sources approved by DOE and DTSC. Deeper excavations shall be backfilled to the pre-demolition surface, while ensuring proper drainage.

To:

2. Excavations less than three feet deep shall be re-graded using adjacent soils to restore site surface and ensure proper drainage. Excavated soils shall be stockpiled and used only to backfill the excavation from which they came. The Contractor may use material from an off-site location to backfill deeper excavations. However, the Contractor shall only use backfill material from sources approved by DOE and DTSC. Deeper excavations shall be backfilled to the pre-demolition surface, while ensuring proper drainage. **The Contractor shall allow one week after**

the completion of demolition activities for DOE to sample within the excavation, prior to backfilling the excavation.

Section H:

1. Section H.104 Insurance – Work on A Government Installation, the following language is deleted:

“(2) The Contractor shall obtain a service-type insurance policy that endorses the Department of Energy Incurred Loss Retrospective Rating Insurance Plan unless a different arrangement is approved by the DCO.”

Section L:

1. Section L.8 Proposal Preparation Instructions – Cover Letter and Volume I, Offer and Other Documents, paragraph (a)(2) was revised as follows:

From:

(2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Contractor;

- The term “Contractor” as used in this Section L refers to the single legal entity submitting the offer.
- The term “major subcontractor” as used in this Section L is defined as proposed subcontracts valued at
 - o \$5M or more in the value of the total proposed Task Order price, including options.

To:

(2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Contractor;

- The term “Contractor” as used in this Section L refers to the single legal entity submitting the offer.
- The term “major subcontractor” as used in this **Solicitation** is defined as proposed subcontracts valued at
 - o \$5M or more in the value of the total proposed Task Order price, including options.

2. Section L.8 Proposal Preparation Instructions – Cover Letter and Volume I, Offer and Other Documents, paragraph (a)(7) was revised as follows:

From:

(7) The complete legal name and address of the Contractor and other participants (e.g. subcontractors, all joint venture members, and all limited liability company members) to be used in any resulting Task Order. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for each organization; and,

To:

(7) The complete legal name and address of the Contractor and other participants (e.g. **major** subcontractors, all joint venture members, and all limited liability company members) to be used in any resulting Task Order. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for each organization; and,

3. Section L.8 Proposal Preparation Instructions – Cover Letter and Volume I, Offer and Other Documents, paragraph (b)(7), the following language is deleted: “or a newly formed entity”

4. Section L.8 Proposal Preparation Instructions – Cover Letter and Volume I, Offer and Other Documents, paragraph (b)(9), the following language is deleted: “members of a newly formed entity, including LLCs, formed for the purpose of performing this Task Order,”

And:

Revised the following sentence:

From:

Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.

To:

Additionally, each **major** subcontractor with a subcontract of \$10 million or more is required to provide the information described above.

5. Section L.8 Proposal Preparation Instructions – Cover Letter and Volume I, Offer and Other Documents, paragraph (b)(10) was revised as follows:

From:

(10) Organizational Conflicts of Interests. Contractor, teaming or joint venture partners and all subcontractors shall provide a fully executed Section K.111, Organizational Conflicts of Interest and any necessary statements required by the provision.

To:

(10) Organizational Conflicts of Interests. Contractor, teaming or joint venture partners and all **major** subcontractors shall provide a fully executed Section K.111, Organizational Conflicts of Interest and any necessary statements required by the provision.

6. Section L.9 Criterion 2 – Key Personnel and Organizational Structure, paragraph (b), was revised as follows:

From:

b. Subcontractors.

- i. Identify any named subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each.
- ii. Describe the rationale for the proposed performance of work by subcontractors as opposed to the Contractor's own employees.
- iii. Describe how the subcontractor's work will be integrated and controlled within the overall work to be performed.
- iv. Identify the specific business relationship (subcontract, teaming agreement, etc.) between the Contractor and each entity proposed to perform work.

To:

b. **Major** Subcontractors.

- i. Identify any named **major** subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each.
- ii. Describe the rationale for the proposed performance of work by **major** subcontractors as opposed to the Contractor's own employees.
- iii. Describe how the **major** subcontractor's work will be integrated and controlled within the overall work to be performed.
- iv. Identify the specific business relationship (**major** subcontract, teaming agreement, etc.) between the Contractor and each entity proposed to perform work.

7. Section L.9 Criterion 2 – Key Personnel and Organizational Structure, paragraph (e), was revised as follows:

From:

e. Full-time Equivalent (FTE) Employees. Identify the number of FTE employees by organizational elements separated by (1) management and supervision, (2) labor disciplines by skill mix, (3) CLIN, and (4) indicate whether employed by the prime Contractor, teaming partner or subcontractor. Provide the rationale for the FTEs for each organizational element. Assure consistency between FTE data provided for organizational approach and the price proposal.

To:

e. Full-time Equivalent (FTE) Employees. Identify the number of FTE employees by organizational elements separated by (1) management and supervision, (2) labor disciplines by skill mix, (3) CLIN, and (4) indicate whether employed by the prime Contractor, teaming partner or **major** subcontractor. Provide the rationale for the FTEs for each organizational element. Assure consistency between FTE data provided for organizational approach and the price proposal.

8. Section L.9 Criterion 3 – Recent and Relevant Past Performance, paragraph (b), the following language is deleted: “If the Contractor is a newly formed entity, the Contractor shall provide the relevant past performance information for three (3) contracts on the Attachment L-3, Past Performance Reference Information Form, for each of the members of the Joint Venture, LLC, or any other teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements.”

9. Section L.9 Criterion 3 – Recent and Relevant Past Performance, paragraph (f), the following language is deleted: If the Contractor is a newly formed entity, the Contractor shall provide the relevant past performance information for each of the members of the Joint Venture, LLC, or any other teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements.

10. Attachment L-6: Performance Guarantee Agreement, the following language is deleted: “or a newly formed entity”

Section M:

1. M.4 Evaluation Criteria, Criterion 2 – Key Personnel and Organizational Structure paragraph (b) was revised as follows:

From:

(b) DOE will evaluate the Contractor's proposed organizational structure and approach to manage and execute the requirements of the PWS. DOE will evaluate the Contractor's description of the personnel and organization to be used in implementing the Task Order, including the Contractor's organizational chart. DOE will evaluate the Contractor's rationale for proposing specific work to be performed by its named subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and how each entity's work will be integrated and controlled within the overall work to be performed; DOE will evaluate the corporate resources from parent organizations, e.g., LLC members that will be used. DOE will evaluate the Contractor's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the Task Order, including any start-up or ramp-down of employment; and the evaluation of the number of FTE employees by organizational elements separated by (1) management and supervision, (2) labor disciplines by skill mix, (3) CLIN, and (4) whether employed by the prime Contractor, teaming partner or subcontractor; and the rationale for the FTEs for each organizational element.

To:

(b) DOE will evaluate the Contractor's proposed organizational structure and approach to manage and execute the requirements of the PWS. DOE will evaluate the Contractor's description of the personnel and organization to be used in implementing the Task Order, including the Contractor's organizational chart. DOE will evaluate the Contractor's rationale for proposing specific work to be performed by its named **major** subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and how each entity's work will be integrated and controlled within the overall work to be performed; DOE will evaluate the corporate resources from parent organizations, e.g., LLC members that will be used. DOE will evaluate the Contractor's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the Task Order, including any start-up or ramp-down of employment; and the evaluation of the number of FTE employees by organizational elements separated by (1) management and supervision, (2) labor disciplines by skill mix, (3) CLIN, and (4) whether employed by the prime Contractor, teaming partner or **major** subcontractor; and the rationale for the FTEs for each organizational element.