

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 8/28/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Energy Environmental Management Consolidated Business Center 250 E. Fifth Street Suite 500 Cincinnati, OH 45202		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0004563	9B. DATED (SEE ITEM 11) 08/9/2013
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)

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 is not extended. Offeror 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 1 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 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"/>	
<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:
<input type="checkbox"/>	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.)

SEE FOLLOWING PAGES FOR CHANGES.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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) Kimberly A. Tate Title: Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-9070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this amendment is to revise the following:

Section C, Performance Work Statement: Project Task Order Purpose and Scope, C.1.2.2.3.1 Integrated Safety Management System, C.1.4.5.3 Disposal, and C.1.7.4.2 Balance of BGOU

Section H, Special Contract Requirements: Clause H.112, Key Personnel has been revised to change the key personnel commitments to two years, Clause H.138 Financial Management Systems has been revised, Clause H.150 Parent Organization Support has been deleted and Clause H.161 Cost Estimating Systems Requirements has been added.

Section J, Attachment J-2 – Summary of Task Order Deliverables: Deliverables 28-31 have been revised. Deliverable 79 – C.1.3.2.3, Complete all engineering and design activities for consolidation of the power distribution system to the C-531 Switchyard, to change the due date. Deliverables 98 – C.1.7.4.2 – D1 Remedial Investigation Addendum for SWMU 4, and Deliverable 173, Parent Organization Support Plan have been deleted. Deliverable 174, Government-Owned Property Inventory has been updated to correct the Deliverable Reference to H.151. A new deliverable has been added for C.1.2.2.3.1, performance measures, objectives, and commitments (POMCs).

Section L, Instructions, Conditions and Notice to Contractors: Revisions have been made to Section L.13, General Instructions – Questions Concerning the RTP, to state that only questions received by the EM IDIQ Unrestricted Contractors will be addressed. Section L.17, Tables L1 and L-2, L.19(b) to reflect a two year commitment for Key Personnel, and several revisions to Section L.20 as well as additional cost assumptions included in Attachment L-7: Cost Assumptions/Information.

Section M, Evaluation Factors for Award, M.6, Cost and Fee and Price Evaluation, is being revised to include the NNS disposal costs/fees in the most probable cost calculation.

Changes are **bolded** and underlined when inserted and deletions are shown as ~~strikeout~~ when an entire deletion or replacement is not identified. All other sections of the RTP remain unchanged.

1. **SECTION C – PERFORMANCE WORK STATEMENT (PWS)**

SECTION C – TABLE OF CONTENTS *has been updated.*

2. **Section C, Project Task Order Purpose and Scope** *is hereby revised as follows:*

3) Facility Deactivation and Infrastructure Optimization Period (Period 3) (Section C.1.3, C.1.4, and C.1.5): **The field work for** this period commences upon facility release of the Paducah GDP from USEC to DOE and continues through the end of the Task Order. **However, deliverables associated with this Period may commence during Period 2.** The Contractor shall provide specified utility services to the site's other tenants, complete stabilization and deactivation activities, perform S&M on the shutdown production and associated support facilities, implement planned facility modifications, performing necessary deposit (Greater than Safe Mass), Tc-99, and uranium hold-up material removal activities, optimizing facility systems/structures to minimize short-term and long-term S&M costs. As the Contractor is able to optimize and drive down S&M costs, it is anticipated that additional stabilization and deactivation activities will be required during this period. Such activities will

be specifically authorized in writing by the Contracting Officer. It is expected that these additional activities will be performed consistent with the available funding for each year. The goal of the additional stabilization and deactivation activities is to further accelerate a reduction in long-term S&M costs and future demolition costs.

3. **Section C.1.2.2.3.1 Integrated Safety Management System** is hereby revised as follows:

C.1.2.2.3.1 Integrated Safety Management System

The Contractor shall develop and implement an ISMS program ~~Plan~~ that complies with the Section I Clause DEAR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, ~~DOE O 450.2 and DOE O 436.4~~. The Contractor's ISMS program shall ensure all work is performed safely and in a compliant manner that assures the workers, public, and environment are protected from adverse consequences. **The Contractor shall also establish performance measures, objectives, and commitments (POMC's) as required by DEAR 970.5223-1. POMC's shall be submitted annually for DOE approval.** ~~To continuously improve the ISMS, the Contractor shall perform annual ISMS effectiveness reviews and submit an annual declaration to DOE along with any changes needed to the ISMS Description. The initial ISMS program must be approved by DOE prior to facility deactivation. The ISMS program shall be subject to an annual verification review by a DOE chartered ISMS verification team.~~

The ISMS program shall include a lessons learned program that is compliant with DOE Orders. The lessons learned program shall be structured to identify and apply available lessons in safety, quality and performance to this project as well as to capture, document, and provide lessons learned from this project for future application by others.

The Contractor shall prepare an ISMS Description, **including POMC's** to implement the Contractor's ISMS program within 90 days after NTP. The ISMS Program **Description** shall identify how the Contractor will maintain compliant and safe operations by integrating safety and health into all activities including environmental compliance. The **initial ISMS Program Plan Description must be approved by DOE prior to facility deactivation** shall integrate ~~DOE O 436.1, Departmental Sustainability.~~

The ISMS program shall integrate DOE O 436.1, Departmental Sustainability. In accordance with DOE O 436.1, the Contractor shall develop and implement Site Sustainability Plans (SSP) and an Environmental Management System (EMS).

To continuously improve the ISMS, the Contractor shall perform annual ISMS effectiveness reviews and submit a report documenting the status of the ISMS program to DOE along with any changes needed to the ISMS Description. In addition, the ISMS program shall be subject to a verification review and approval by a DOE chartered ISMS verification team within 180 days of the NTP. Existing safety programs required to support Task Order activities after facility transfer should be evaluated (such as Lock-out/Tag-out Program, hoisting and rigging program, etc.).

The Table C.1.2.2.3.1 is deleted in its entirety and replaced with the following:

Table C.1.2.2.3.1 Integrated Safety Management Program Milestones/Schedule	
Milestone	Date
Submit ISMS Description	90 days after NTP
Submit SSP and EMS	90 days after NTP
ISMS Verification Review	180 days after NTP
ISMS Annual Effectiveness Review and Report	Annually
POMCs	Annually

4. **Section C.1.4.5.3 Disposal** is hereby revised as follows:

The Contractor shall ensure that all wastes generated prior to 90 days from this Task Order **are** completed **and** are compliantly managed, characterized, processed, packaged and disposed. Management of wastes generated within 90 days from Task Order completion is the responsibility of the Contractor; however, disposition of wastes generated within 90 days from Task Order completion is the responsibility of the next contractor. The **CERCLA Waste Estimates** table below identifies estimated quantities of material to be dispositioned each fiscal year during the Task Order performance period. **The Decontamination and Demolition Inactive Facilities table below identifies the total estimated quantities of material to be dispositioned during execution of PWS Section C.1.5.1.**

When off-site disposal is required, the Contractor shall:

- Receive and manage the disposal certificates for all wastes shipped off-site;
- Dispose of waste at approved DOE facilities and/or permitted commercial disposal facilities; and
- Develop and maintain summary information on waste stream life-cycle projections planned for disposal facilities.

CERCLA Waste Estimates (Cubic Feet Per Fiscal Year)

Waste Type	TSCA	Sanitary	MLLW	LLW
GDP Deactivation/ S&M	300	27,000	300	10,000
Inactive Facilities (C.1.5.2.2)	Included in MLLW	35,000	34,000	474,000
TOTAL	300 yd³	62,000 yd³	34,300 yd³	484,000 yd³

NOTE: The quantities identified in this PWS are based upon current approximations; actual quantities may vary. The quantities identified do not include wastes from Post-GDP Shutdown Environmental Services (C.1.7).

Decontamination and Demolition Inactive Facilities (Total Cubic Feet)

<u>Waste Type</u>	<u>TSCA</u>	<u>Sanitary</u>	<u>MLLW</u>	<u>LLW</u>
<u>Inactive Facilities (C.1.5.1)</u>	<u>Included in MLLW</u>	<u>35,000</u>	<u>34,000</u>	<u>474,000</u>

NOTE: The quantities identified in this PWS are based upon current approximations; actual quantities may vary.

5. Section C.1.7.4.2 Balance of BGOU is hereby revised as follows:

Though the final remedy will not be determined until the ROD is finalized for each SWMU or groups of SWMUs, the assumption is that SWMU 2, SWMU 3, and SWMU 4 will be excavated. Some wastes may meet the waste acceptance criteria for the C-746-U landfill. Other wastes will be disposed off-site, unless there is an on-site CERCLA cell that is able to accept those wastes. The assumption is also that the remaining SWMUs will have a regulatory compliant soil covers or cap and their wastes will remain in place. In addition, the assumption is that at least three burial grounds (SWMU 4, SWMU 7, and SWMU 2) will also require treatment within or below the buried waste for VOCs (TCE/TCA).

The Contractor shall perform all activities to:

- a) Prepare all CERCLA documents supporting the remediation of the burial grounds including Feasibility Studies, Proposed Plans, Records of Decision, and all subsequent CERCLA documents (**scheduled during the period of performance**) needed to implement the selected remedial action, and actively assist in obtaining regulatory approval. Includes all applicable field work and analytical work necessary to support development or implementation of CERCLA documents.
- b) For SWMU 4, complete all CERCLA documents supporting the remediation of the burial grounds including Feasibility Studies, Proposed Plans, Records of Decision, and all subsequent CERCLA documents needed to implement the selected remedial action, and actively assist in obtaining regulatory approval.
- ~~c) For SWMU 4, complete the selected remedial action, including any required excavation and disposition of excavated material.~~
- ~~d) For SWMU 4, development and submittal of all regulatory documents and reports, demobilization, site restoration and compliant waste disposal. All wastes excavated or generated during this project and all site restoration and demobilization activities. All wastes excavated or generated up to 90 days prior to the end of the Task Order must be disposed of prior to the end of the period of performance.~~
- ~~e) For SWMU 4, completion of any selected volatiles source treatment to address DNAPL and residual volatiles remaining under the burial cells.~~

Table C.1.7.4.2 Post-GDP Shutdown Burial Grounds Milestones/Schedule	
Milestone	Date
<u>D1 Remedial Investigation Addendum for SWMU 4</u>	<u>As established in the Contractor's CPB and approved by DOE. Dates must be consistent with the latest approved version of the FFA SMP.</u>
D1 Feasibility Study for SWMU 4	As established in the Contractor's CPB and approved by DOE. Dates must be consistent with the latest approved version of the FFA SMP.
D1 Proposed Plan for SWMU 4	As established in the Contractor's CPB and approved by DOE. Dates must be consistent with the latest approved version of the FFA SMP.
D1 SWMU 4 Record of Decision	As established in the Contractor's CPB and approved by DOE. Dates must be consistent with the latest approved version of the FFA SMP.
D1 Land Use Control Implementation Plan	As established in the Contractor's CPB and approved by DOE. Dates must be consistent with the latest approved version of the FFA SMP.

6. **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

SECTION H – TABLE OF CONTENTS *has been updated.*

7. **Section H.112 Key Personnel, paragraphs D(1) and D(2)** are hereby revised as follows:

D. Contract Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason **within two years of being placed in the position** of this Task Order, Available Fee described in Section B, may be permanently reduced by \$250,000 for each and every occurrence of a change.

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason **within two years of being placed in the position** of this Task Order, Available Fee described in Section B, may be permanently reduced by \$125,000 for each and every occurrence of a change.

8. **Section H.138 Financial Management Systems** is hereby revised as follows:

(a) The contractor shall operate and maintain a timely, accurate and reliable financial management system that is responsive to the reporting requirements of the Department and conforms to Generally Accepted Accounting Principles, Federal Financial Accounting Standards, and Cost Accounting Standards. The Contractor shall obtain CO approval of the financial management and business systems or subsystems **in accordance with the Accounting System Administration clause, Earned Value Management System Clause, Cost Estimating System clause, and Contractor Purchasing System clause** at least 30 days in advance of implementation.

(b) The Contractor shall submit a plan for CO approval of any substantive change to the financial management and business systems or subsystems **in accordance with Accounting System Administration clause, Earned Value Management System clause, Cost Estimating clause and the Contractor Purchasing System clause** at least 30 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

9. **Section H.150 Parent Organization Support** is hereby deleted in its entirety and marked as H.150 **RESERVED.**

10. ***A new clause at Section H.161 Cost Estimating Systems Requirements is added as follows:***

H.161 Cost Estimating System Requirements

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that—

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor's related management systems; and

(4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's—

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either—

(1) The total prime contract value exceeds \$50 million, including options; or

(2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements. (1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.

(2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after contract award that—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall—

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

(i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

(ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

(iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.

(iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.

(v) Provide for adequate supervision throughout the estimating and budgeting process.

(vi) Provide for consistent application of estimating and budgeting techniques.

(vii) Provide for detection and timely correction of errors.

(viii) Protect against cost duplication and omissions.

(ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.

(x) Require use of appropriate analytical methods.

(xi) Integrate information available from other management systems.

(xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.

(xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.

(xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.

(xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.

(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

(xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).

(e) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

11. SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Within Section J – Attachment 2 – Summary of Task Order Deliverables, the following is hereby revised (Note: Deliverable numbers listed are as they appear in the RTP issued 8/5/13):

28.	C.1.2.2.3.1	ISMS Program Plan Description	Approval	30 days prior to facility release 90 days after NTP
29.	C.1.2.2.3.1	Submit ISMS Description-SSP and EMS	Approval	90 days after NTP
30.	C.1.2.2.3.1 and Section I Clause	Management Systems Program and Plans (H&S, Environmental Safety, Emergency, etc.) ISMS Verification Review	Approval	90 -180 days after NTP
31.	C.1.2.2.3.1	ISMS Annual Declaration Effectiveness Review and Report	Approval	Annually
<u>32.</u>	<u>C.1.2.2.3.1</u>	<u>POMCs</u>		
79.	C.1.3.2.3	Complete all engineering and design activities for consolidation of the power distribution system to the C-531 Switchyard	Approval	90 days prior to facility release <u>after NTP</u>
98.	C.1.7.4.2	D1 Remedial Investigation Addendum for SWMU 4		

173.	H.151	Parent Organization Support Plan		30 days prior to end of Task Order Implementation Period 90 days prior to start of each year of task order performance.
174.	<u>H.151</u>	Government-Owned Property Inventory	Information	

12. SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS

TABLE OF CONTENTS *has been updated.*

13. Section L.13, General Instructions – Questions Concerning the RTP, is revised as follows:

Questions concerning this RTP must be submitted via email to PaducahDeactivation@emcbc.doe.gov not less than 20 days before the established due date for proposals to allow a reply to reach all Contractors before the submission of proposals. If you do not receive acknowledgment that questions were received within three business days, please contact Ms. Toni Rutherford at toni.rutherford@emcbc.doe.gov. Any questions received after such time may not be answered prior to the date that proposals are due. Each question should clearly specify the RTP area to which it refers. Answers will be made available to the Contractors as soon as practicable via the procurement website:

<http://www.emcbc.doe.gov/pgdp%20deactivation/>

The government will not respond to questions submitted by telephone or in person at any time and **will only address those received from the EM IDIQ Unrestricted Contractors.** Contractors are encouraged to periodically check the procurement website to ascertain the status of any answers to questions, as hard copies will not be distributed

14. Within Section L.17, Table L-1, the following is hereby revised as follows:

Page Format	<ul style="list-style-type: none"> All pages are to be single-sided. Any page larger than 8 ½ x 11 will count as two pages <u>except for the schedules provided under Criterion 1, Technical Approach,</u> which shall not exceed 11" x 17" and will be counted as 1 page. 2 columns of text per page and use of bold face type are acceptable. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
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Within Section L.17, Table L-2, the following is hereby revised as follows:

II	Technical and Management Proposal, Written Proposal excluding resumes and letters of commitment, <u>past performance information,</u> and schedule	50 Page Limit <u>excluding the resource-loaded schedule</u>	Original and 8 Copies	5
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15. Section L.19(b), Criterion 2 – Key Personnel and Organization, paragraph 4 is hereby revised as follows:

The Contractor shall submit a signed Letter of Commitment from each proposed Key Person, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Person will work in the proposed position for ~~three~~ **two** years. **Failure to submit letters of commitment and resumes in the prescribed format may result in the Contractor receiving a lower rating for this factor or the Contractor’s proposal being eliminated from further consideration for award.**

16. Within Section L.20(e), the following is hereby revised as follows:

- (e) For proposal preparation purposes, Contractors shall assume an award date of April 1, 2014 with a 90 – day Task Order Implementation Period; therefore, with the exception of PWS C.1.2.1 (Pre-Release Planning and Facility Transfer), Contractors shall assume full responsibility for the performance of the Task Order requirements on July 1, 2014. Proposed costs shall be provided on a 12 month government Fiscal Year (FY) period from October 1 through September 30. The first FY shall include proposed cost from April 1, 2014, through September 30, 2014. The period of performance extends through March 31, 2017. The Contractor shall propose cost for each year and in total corresponding to the costs for performing the PWS.

For proposal preparation purposes, the Contractor shall assume Pre-Release Planning and Facility Transfer (PWS Section C.1.2.1) will start immediately after the Task Order’s Notice To Proceed (NTP). **The Contractor shall include all costs in the PWS where the work is performed (including deliverables during the first 90 days of the Task Order (e.g., costs for the ISMS Description shall be included in C.1.2.2.3.1, Utility Optimization Plan shall be included in C.1.3.2, etc.)).** For all proposed activities associated with Facility Walkdowns (PWS Section C.1.2.1.1), the Contractor shall propose one combined estimate for all facilities listed in Table L-7. Contractors shall provide a detailed BOE for the facilities listed as Category D in Table L-7. Attachment L-9 identifies DOE Historical Costs for Facility Walkdowns associated with the Categories A-C and E facilities identified in Table L-7. ~~For proposal preparation purposes, the Contractor shall assume there will be no on-site Project Support costs relating to Pre-Release Planning and Facility Transfer during the Task Order Implementation Period.~~

17. *Within Section L.20(j)(viii), the following is hereby revised as follows:*

- (viii) Waste Quantities and Cost – ~~For proposal preparation purposes, the Contractor shall use the waste quantities and waste disposal path allocations identified in Section L, Attachment L-7, Cost Assumptions/Information.~~ In the L-5 Worksheets, Consolidated Direct Cost Schedule (i.e. Waste Disposal, Waste Transportation, Waste Packaging and Waste Treatment Spreadsheets), the Contractor shall differentiate the estimated quantities in cubic feet for soils and non-soil waste. The BOE associated with information provided in the waste summary table (including the additional tables) shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the Contractor's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities [based on the Contractor's technical approach] shall be described).

The Contractor shall provide the same information as stated above, if its technical approach results in secondary waste being generated. Secondary waste shall be segregated, and identified within the waste quantity table by the Contractor. The Contractor will be responsible for the treatment and disposal of all secondary waste generated and the costs shall be included as part of the Contractor's total estimated cost.

The Contractor shall provide a separate computation showing the unit rate (composed of treatment, transportation and disposal costs) for each waste stream (C-746 Landfill waste, LLW, MLLW, PCB, etc.) by FY period shipped to each off-site facility and to the on-site landfill.

Contractors shall provide a table detailing by 12-month FY and in total where generated waste is being dispositioned by location. The total estimated cost shall exclude costs associated with disposal at NNSS since these costs are handled as an interagency transfer of funds between DOE locations. However, the Contractor shall provide **as part of its Basis of Estimate statement** the waste quantities and **associated** disposal fees/cost **by FY** associated with disposing waste at NNSS based on its technical approach even though it will be excluded from its total estimated cost.

18. *Within Section L.20(k), the following is hereby revised as follows:*

- (k) Fixed Price CLINS (only): The Contractor shall propose **only** the total cost and profit **price** associated with each FFP CLIN. The Contractor shall propose ~~the work as it plans on performing the work~~ **its price in accordance with its technical approach** and shall ~~propose~~ **include the price** all cost for **all** field work activities associated with the completion of the PWS (including project support costs). The Contractor is required to provide a detailed Basis of Estimate of the work to be performed which shall include a schedule of activities. **Only Attachment L-7 Cost Assumptions/Information items # 16 and #20 are required to be used in pricing the FFP CLINS.** ~~The Contractor is not required to use any of the cost assumptions identified for these work activities.~~

19. *Within Section L. Attachment L-7: Cost Assumption/Information is hereby revised by adding the following Cost Assumptions:*

For C.1.2.1.1, Facility Walkdowns, the Contractor shall assume that they have access to USEC facilities upon NTP; however the Contractor needs to assume that field activities cannot begin until all Task Order plans required for field work are approved. At a minimum these are listed in Section J, Attachment J-2, Summary of Task Order Deliverables, Numbers 1, 2, 3, 4, and 26. The Contractor shall work with DOE to determine if any other plans are necessary to complete the facility walkdown scope only.

For PWS Section C.1.7.2.2, C-400 Source Treatment Operations, the Contractor shall assume that a Steam Enhanced Extraction (SEE) system will be implemented for Phase IIB. DOE is currently evaluating whether a Treatability Study will be performed for SEE and if successful, the CERCLA documentation will be generated to move that treatment forward for the selected remedial decision. The Contractor shall assume that the Treatability Study was completed prior to Transition and that the Deactivation Contractor work begins at the point of developing the CERCLA documentation (e.g. Proposed Plan (if necessary), ROD Amendment, and follow-on CERCLA documents). The Contractor shall assume an accelerated schedule in order to complete the field work and D1 RACR within the Period of Performance.

20. **SECTION M, EVALUATION FACTORS FOR AWARD**

M.6, Cost and Fee and Price Evaluation, paragraph 4 is revised to read as follows:

The most probable cost will be calculated by adding the following evaluated costs plus **any NNSS disposal costs/fees as well** as any adjustments made by the Technical Evaluation Team together: Task Order Implementation Period (CLIN 0001), Project Management (CLIN 0002), Facility Deactivation and Infrastructure Optimization and Surveillance and Maintenance and Utility Operations (CLIN 0003), Cylinder Transfers (CLIN 0004), Deactivation, Decontamination and Demolition (CLIN 0005), On-Site Waste Disposal Facility (CLIN 0006), and Post-GDP Shutdown Environmental Remediation Transition and Environmental Services Waste Operations (CLIN 0007). The total proposed fee will consist of adding all of the award fees for each CLIN designated above.

21. ALL OTHER TERMS AND CONDITIONS OF THE RTP REMAIN UNCHANGED.