

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. 004	3. EFFECTIVE DATE 9/20/13	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Environmental Management Consolidated Business Center 250 E. Fifth Street Suite 500 Cincinnati, OH 45202	CODE	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) 8/9/2013	
			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  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

The purpose of this amendment is to revise the following:

**SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS, B.4 AWARD FEE** is revised to clarify the language regarding evaluation periods.

**SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS, B.7 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION** is revised to clarify provisional fee and earned fee language.

**SECTION J, ATTACHMENT J-11, DRAFT AWARD FEE PLAN**, is revised to make the same clarifying edits for consistency with Section B.4.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS L.17 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION** is revised to delete the sentence “The government will not be evaluating any subcontractor data”.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS, Section L.19 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL (c) Criterion 3 – Recent and Relevant Past Performance** is revised to clarify the instructions for the submittal of subcontractor past performance data.

**SECTION M – EVALUATION FACTORS FOR AWARD, M.5 Technical Evaluation Criteria (c), Criterion 3 – Recent and Relevant Past Performance** is revised to clarify the evaluation of the subcontractor past performance data.

**SECTION M – EVALUATION FACTORS FOR AWARD, M.6 Cost and Fee and Price Evaluation** is revised to include Nevada National Security Site (NNSS) fees as per the change in Amendment 001.

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 B, SUPPLIES OR SERVICES AND PRICES/COSTS**

**Section B, B.4 Award Fee**

Section a. Definitions is revised as follows:

1. *Earned fee* means the fee due the Contractor by virtue of its meeting the Task Order requirements and the Award Fee Plan entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order and the Award Fee Plan for earning fee. **The evaluation period for the determination of earned fee is the Task Order period of performance.**
3. *Provisional payment of fee* means the Government’s paying available fee to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee. **Annual interim evaluation periods will be established in the Award Fee Plan (Section J, Attachment J-11), for the determination of provisional fee payments.**

Section b., paragraph 2, is revised as follows:

Determinations of earned fee will be made ~~in the final evaluation~~ at the end of the Task Order period of performance. All payments made by the Government to the Contractor related to fee prior to the end of the Task Order's period of performance will be provisional payments of fee.

Section f., is revised as follows:

It is anticipated that provisional fee payments will be paid annually in accordance with the annual **interim** award fee evaluation periods. Provisional fee payments will be based on the quarterly performance evaluations and the annual **Fee Determining Official** (FDO) provisional fee determinations. No such provisional payments will be authorized, however, unless or until the Contractor has a DOE approved contract Earned Value Management System and Contract Performance Baseline, for this Task Order

**Section B.7, SMALL BUSINESS SUBCONTRACTING FEE REDUCTION**, is revised as follows:

- a. The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H.131 Clause entitled, *Subcontracted Work*, providing meaningful involvement for small businesses will be evaluated as part of **the provisional and earned** award fee determinations.
- b. If the Contractor has not met any of its subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the annual award fee **amounts annually**, provisional **fee** or earned **fee**, as defined by B.4. The reduction amount may be up to 10% of the annual award fee earned **amount determined annually**. The reduction will occur in each **annual** award fee period; **reductions will be cumulative and be applied in total during the earned fee evaluation.**

## 2. **SECTION J, ATTACHMENT J-11, DRAFT AWARD FEE PLAN**

The title page is revised to insert "Interim" before *Award Fee Evaluation Period TBD through TBD*.

### 2. **Definition of Terms**

- c. **Earned Fee:** The fee due the Contractor by virtue of its meeting the Task Order requirements and the Award Fee Plan entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order and the Award Fee Plan for earning fee. **The evaluation period for the determination of earned fee is the Task Order period of performance.**
- j. **Provisional Payment of Fee:** The Government's payment of available fee to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee. **Annual interim evaluation periods for the determination of provisional fee payments are as established in this Award Fee Plan.**

### 3. AWARD FEE STRUCTURE

The award fee will be structured into two sections: a Quality and Effectiveness Categories of Performance section and a Performance Based Incentive (PBI) section.

- a. Quality and Effectiveness. This section has been divided into the following incentives: quality and effectiveness of documents and associated support; quality and effectiveness of Environment, Safety, Health and Quality Assurance (ESH&QA) Program; quality and effectiveness of program/project support (Reference Section C.1.2.2 of the Task Order); and quality and effectiveness of program/project management (to include change management ensuring the Full CPB remains aligned with the Task Order scope, estimated cost (exclusive of fee) and schedule). Each incentive will be evaluated separately and will receive a grade ranging from Unsatisfactory to Excellent. The percent of available fee placed on this section will be 30%.

For this section, the Contractor must maintain quarterly Paducah Site cumulative Days Away, Restrictions and Transfers (DART) and Total Recordable Cases (TRC) rates at or below the Department of Energy (DOE) Environmental Management (EM) Goal by the end of each reporting period. The Fiscal Year (FY) Goals for DART and for TRC are the Environmental Management goals issued annually and will be provided by DOE. For each interim evaluation period that the Contractor fails to meet maintain the Goals for DART and for TRC, the total available award fee for the interim evaluation period for this section will be reduced by 10% and will be unavailable for provisional fee payment and will not be available to be earned at the final fee evaluation which occurs at the end of the Task Order period of performance.

- b. PBIs: This section includes PBI's for work to be performed during each annual interim evaluation period. The specific performance criteria for each PBI will be determined prior to the annual interim evaluation period and an award fee amount assigned. The percent of available fee placed on this section will be 70%. Each sub-element of the PBI will be evaluated on a Pass-Fail basis. DOE may, at its sole discretion, allow partial provisional fee or earned fee within the PBI, based on the work completed. This Award Fee Plan will be updated annually to include new or revised PBIs and approved by the Portsmouth/Paducah Project Office Manager.

### 6. AWARD FEE AMOUNTS AND PERIODS

- a. The total award fee available to be earned at the end of the three-year Task Order period of performance is **\$TBD**. An annual amount of provisional award fee will be available for each interim evaluation period subject to Task Order adjustments through modification of the Task Order.
- b. Following are the amounts of fee currently available for provisional payment for each interim evaluation period:

<u>Interim</u> Evaluation Period	Amount of <u>Provisional Fee</u> Available*
TBD	\$TBD
TBD	\$TBD

TBD

\$TBD

\* The amounts corresponding to each **interim** evaluation period are the maximum amount of provisional fee for that particular period unless the amount is increased by Task Order modification or reduced pursuant to Task Order clauses.

- c. The CO may authorize provisional payments of up to 85% of the available award fee for the period **of performance** ~~in accordance with Section B.4 and Section H.109~~. The CO will take into consideration the Contractor's performance from a quality, cost and schedule standpoint when determining specific provisional fee amounts. No such provisional payments will be authorized however, unless and until the Contractor has a DOE approved Earned Value Management System and the Contract Performance Baseline is aligned with the Task Order.
- d. These payments are at the discretion of the CO and are entirely provisional (i.e., award fee is not earned until the FDO has issued an Earned Fee Determination at the end of the Task Order Period of Performance). The Contractor may be required to return any provisional fee payments which exceed the amount of the FDO's final determination of earned fee (which occurs at the conclusion of the Task Order period of performance) and conversely the Contractor may be permitted to invoice for any underpayments of provisional fee should this fee determination exceed the provisional fee payments. The Government may use invoice deductions to offset any provisional fee overpayments.
- e. At the end of each **Interim** Evaluation Period, the Contractor will be measured against the evaluation and performance criteria and will be assigned a rating using the Award Fee Calculation Methodology (Exhibit 2). This rating will be used to calculate any provisional fee payments.
- f. If the CO has authorized provisional payments more frequently than annually, these payments will be reconciled at the annual **interim** evaluation. If the payments exceed the provisional fee determination for the annual **interim** evaluation period, the Contractor may be required to provide a credit against future payment vouchers and/or refund any difference. The CO may suspend or reduce provisional fee payments if the Government determines that the performance and/or evaluation criteria are not being met.  
The FDO's determination that the Contractor has met the requirements for the provisional payment of fee for any particular incentive during a particular **interim** evaluation period has no bearing on whether the Contractor is actually entitled to earn any fee at the conclusion of the Task Order. Provisional payment of fee is a separate and distinct concept from earned fee. The determination as to the amount of fee earned by the Contractor is only made at the end of the Task Order's **period of performance** by the FDO. In some instances, for example, a Contractor could conceivably receive 100% of possible provisional fee payments during the course of performance yet not earn any fee. In that case, the Contractor would be required to return all provisional fee payments. The Contractor could in other instances, for example, receive 0% of possible provisional fee payments; yet eventually earn the entire amount of available fee assuming all Task Order and award fee requirements were met.
- g. If the CO reduces fee in accordance with the Task Order Clause I.230 entitled "DEAR 970.5215-3, Conditional Payment of Fee, Profit, or Incentives—Facility Management Contracts (AUG 2009)" or other Task Order clauses, the total available award fee pool

for the Task Order Period of Performance shall be decreased by the equivalent amount. **The amount of reduction under this clause shall not exceed any provisional fee paid or provisional amounts of fee determined otherwise payable in the interim evaluation period.**

Section 7, Award Fee Process, paragraph 3) of PEB Actions is revised as follows:

- a) Evaluations submitted by the PTEs and TL (for Quality and Effectiveness Categories of Performance and pass/fail determination with respect to each PBI). The chair may require oral briefings by the PTE.
- b) **Evaluations pertaining to the pass/fail determination of DART and TRC and cost overruns.**
- c) Contractor's written and/or oral self-assessment of performance.

**Exhibit 2, Award Fee Rating Table, Award Fee Conversion Chart, Award Fee Calculations and Performance Based Incentives, Performance Based Incentives Table** is revised to insert "Interim" as follows:

<u>PERFORMANCE BASED INCENTIVES</u>		<u>Percentage of Available PBI Fee</u>
<b><u>Interim</u> Evaluation Period 1</b>		
1.	Facility Stabilization	50%
2.	Utility and Laboratory Optimization	25%
3.	Surveillance and Maintenance	25%

*The section for Performance Based Incentives is revised as follows:*

~~Task Order~~ **Interim** Evaluation Period 1

### 3. **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS**

**L.17 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION**, is hereby revised as follows:

~~The government will not be evaluating any subcontractor data.~~

**Section L.19 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL (c) Criterion 3 – Recent and Relevant Past Performance**, is hereby revised as follows:

L.19(c) Criterion 3 – Recent and Relevant Past Performance

For itself and each of its joint venture partners, and **any** major and critical subcontractors proposed to perform work **equal to or greater than \$100M** under this Task Order, the Contractor shall provide a complete listing of all DOE contracts/task orders that are currently ongoing or have expired since December 2010 (i.e., contracts

undergoing close out activities are considered to have expired). The listing provided shall include the contract/task order number; the dollar value of the contract/task order and the period of performance; the name of the entity the contract/task order was awarded to; the names of the joint venture partners, LLC members and subcontractors; the name, title, telephone number, and address of the DOE Contracting Officer and a description or scope of work for each of the various contracts listed. **Additionally, for each subcontractor performing work valued at \$100M or more, Contractors shall identify the scope areas of the work being performed and percentage of work to be performed.** DOE may obtain past performance information on these contracts/task orders through all available sources, including Federal Government electronic databases, readily available Government records (including pertinent prime contracts), and sources other than those identified by the Contractor.

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

***M.5 Technical Evaluation Criteria (c), Criterion 3 – Recent and Relevant Past Performance, is revised to read:***

DOE will evaluate the recent and relevant past performance of the Contractor, joint venture partners, and proposed ~~major or critical~~ subcontractors **performing work equal to or greater than \$100M**. DOE may solicit past performance information from all available sources. DOE will evaluate all recent and relevant past performance to evaluate the degree to which the past performance demonstrates the Contractor **team's** ability to successfully perform the PWS. In the case of a Contractor without a record of recent and relevant past performance, DOE will evaluate the Contractor, **joint venture partners and subcontractors** neither favorably nor unfavorably.

***M.6 Cost and Fee and Price Evaluation, paragraph 1 is revised to read:***

The Cost and Fee Proposal will not be adjectivally rated, but it will be considered in the overall evaluation of proposals in determining the best value to the government. The Most Probable Cost **(including NNSS disposal costs/fees)** and Fee for CLINs 0001, 0002, 0003, 0004, 0005, 0006, and 0007 and the Total Proposed Price for subCLINs 0008A-C will be added together to compute the overall evaluated price for the Task Order and used in determining the best value to the government.

5. **ALL OTHER TERMS AND CONDITIONS OF THE RTP REMAIN UNCHANGED.**