

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. <b>S003</b>	3. EFFECTIVE DATE May 18, 2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE MOSD	7. ADMINISTERED BY (If other than Item 6) Code		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  To All Prospective Offerors		<input checked="" type="checkbox"/>	9.A. AMENDMENT OF SOLICITATION NO. DE-RP09-06SR22470	
		<input checked="" type="checkbox"/>	9.B. DATED (SEE ITEM 11) 23 March 2007	
			10.A. MODIFICATION OF Contract/Order NO.	
			10.B. 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 3 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 ACKNOWLEDGMENT 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)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

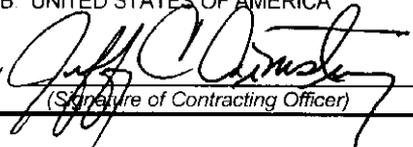
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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.)

See Page 2

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) Jeffrey C. Armstrong CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/18/2007
<hr/> (Signature of person authorized to sign)			

**Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.**

The emergency planning and preparedness and emergency operations functions are being added by this amendment to this solicitation’s scope of work. The Department continues to evaluate the feasibility of combining these functions with the balance of the site security functions, with the intent to make such a transfer at a later date if appropriate. This results in modifications to Section C-1.4, Section C-3.4, and Section H-32.

Other changes covered by this amendment are the deletion of Clause H-3 and the revision of Clause I.38 and Section J, Appendix E. Section L-8 has been modified to reflect the two week extension to the proposal due date. Section C-3.3 has been revised.

Request for Proposal No. DE-RP509-06SR22470 is amended as described herein.

**1. SECTION C-1.1**

**The following is deleted:**

**C-1.4 Exceptions to the Scope of Work**

The Scope of Work for this PBMC includes all work necessary for management, operation, maintenance, and support of DOE SRS, except as follows:

- (a) The Liquid Waste (LW) program, currently performed by the incumbent contractor, will be the subject of a separate contract, and includes:
  - Operation of the Defense Waste Processing Facility (DWPF);
  - Operation of the Deliquification, Dissolution, and Adjustment (DDA) process;
  - Operation of the Actinide Removal Process (ARP) and Modular Caustic Side Solvent Extraction Unit (MCU) until the Salt Waste Processing Facility (SWPF) is operational;
  - Operational closure of liquid radioactive waste storage tanks and evaporator;
  - Operation of the Saltstone Facility and SWPF (after construction and turnover); and
  - Management and surveillance of F and H Area Tank Farms, the Effluent Treatment Project, DWPF, DDA, ARP, MCU, and SWPF.
- (b) Natural resources and forest products management activities currently managed by the U.S. Forest Service (USFS) – Savannah River through an interagency agreement between DOE and the USFS-SR .
- (c) Cultural resources management activities currently managed by the Savannah River Archaeological Research Program through a cooperative agreement between DOE and the University of South Carolina.

- (d) Basic and applied ecological research, education activities, and outreach efforts currently managed by the Savannah River Ecology Laboratory through a cooperative agreement between DOE and the University of Georgia.
- (e) Site security currently managed under a DOE prime contract with Wackenhut Services Incorporated.
- (f) Emergency planning and preparedness including coordination with outside agencies. Emergency operations including the SRS Operations Center (24 hour a day dispatch center) and the Emergency Operations Center. Fire Department including fire suppression response, emergency medical technicians, hazardous material response, and rescue.
- (g) Information Management Services, which include information strategic planning, information Systems development, systems engineering infrastructure upgrades and improvements, system integration and configuration management, desktop/WAN production (operations, Help Desk, maintenance), cyber security program management, communications infrastructure including maintenance of radios, pagers, radio towers, conferencing (video and telephone) and cellular communications.
- (h) Health and Human Services which include medical services, injury/illness recordkeeping and monitoring, and health physics instruments calibration and distribution.
- (i) Transportation and Mechanical Services which include emergency specialty equipment services, transportation services on site and off site (non-nuclear), fuel management (all types), fire protection engineering, and fire test and maintenance (outside the nuclear fence).

**The following is added:**

**C-1.4 Exceptions to the Scope of Work**

The Scope of Work for this PBMC includes all work necessary for management, operation, maintenance, and support of DOE SRS, except as follows:

- (a) The Liquid Waste (LW) program, currently performed by the incumbent contractor, will be the subject of a separate contract, and includes:
  - Operation of the Defense Waste Processing Facility (DWPF);
  - Operation of the Deliquification, Dissolution, and Adjustment (DDA) process;
  - Operation of the Actinide Removal Process (ARP) and Modular Caustic Side Solvent Extraction Unit (MCU) until the Salt Waste Processing Facility (SWPF) is operational;
  - Operational closure of liquid radioactive waste storage tanks and evaporator;
  - Operation of the Saltstone Facility and SWPF (after construction and

- turnover); and
  - Management and surveillance of F and H Area Tank Farms, the Effluent Treatment Project, DWPF, DDA, ARP, MCU, and SWPF.
- (b) Natural resources and forest products management activities currently managed by the U.S. Forest Service (USFS) – Savannah River through an interagency agreement between DOE and the USFS-SR .
- (c) Cultural resources management activities currently managed by the Savannah River Archaeological Research Program through a cooperative agreement between DOE and the University of South Carolina.
- (d) Basic and applied ecological research, education activities, and outreach efforts currently managed by the Savannah River Ecology Laboratory through a cooperative agreement between DOE and the University of Georgia.
- (e) Site security currently managed under a DOE prime contract with Wackenhut Services Incorporated.
- (f) Information Management Services, which include information strategic planning, information Systems development, systems engineering infrastructure upgrades and improvements, system integration and configuration management, desktop/WAN production (operations, Help Desk, maintenance), cyber security program management, communications infrastructure including maintenance of radios, pagers, radio towers, conferencing (video and telephone) and cellular communications.
- (g) Health and Human Services which include medical services, injury/illness recordkeeping and monitoring, and health physics instruments calibration and distribution.
- (h) Transportation and Mechanical Services which include emergency specialty equipment services, transportation services on site and off site (non-nuclear), fuel management (all types), fire protection engineering, and fire test and maintenance (outside the nuclear fence).

## 2. SECTION C-3.4 Landlord Services and Site Support

### The following is deleted:

#### (c) Operations Support

The Contractor shall implement site-wide programs and coordinate their implementation with all site organizations. The Contractor shall provide technical support for all its activities and operations. The Contractor shall also provide technical support for other organizations as directed by the CO or as requested by other organizations and approved by the CO. Except as otherwise directed by the CO, services to other contractors generally do not extend to within their facilities or areas under the control of other tenant organizations. These services include, but are not limited to:

- Infrastructure maintenance (e.g., roads, bridges, dams, parking lots, and grounds) except as controlled by other tenant organizations;
- Maintenance and repair of facilities and equipment;
- Operation of utility systems including water, sewage, electrical and steam distribution;
- Transportation and traffic management;
- Receiving, inspection, and distribution;
- Nuclear materials safeguards and accountability;
- Site training;
- Technical and analytical laboratory operations; and
- Site Safeguards and Security (excludes physical security and law enforcement services);
- Personnel security and badging;
- Facility and site use planning; and
- Historic Preservation.

### The following is added:

#### (c) Operations Support

The Contractor shall implement site-wide programs and coordinate their implementation with all site organizations. The Contractor shall provide technical support for all its activities and operations. The Contractor shall also provide technical support for other organizations as directed by the CO or as requested by other organizations and approved by the CO. Except as otherwise directed by the CO, services to other contractors generally do not extend to within their facilities or areas

under the control of other tenant organizations. These services include, but are not limited to:

- Infrastructure maintenance (e.g., roads, bridges, dams, parking lots, and grounds) except as controlled by other tenant organizations;
- Maintenance and repair of facilities and equipment;
- Operation of utility systems including water, sewage, electrical and steam distribution;
- Transportation and traffic management;
- Receiving, inspection, and distribution;
- Nuclear materials safeguards and accountability;
- Emergency operations;
- Emergency preparedness and response (including coordination with outside agencies);
- Site training;
- Technical and analytical laboratory operations; and
- Site Safeguards and Security (excludes physical security and law enforcement services);
- Personnel security and badging;
- Facility and site use planning; and
- Historic Preservation.

### **3. SECTION H-3 APPLICATION OF DOE CONTRACTOR REQUIREMENTS DOCUMENTS**

This clause is removed in its entirety and amended as follows:

#### **H-3 RESERVED**

### **4. SECTION I.38 - DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000) (DEVIATION)**

#### **The following is deleted:**

#### **I.38 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000) (DEVIATION)**

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (Section J, Appendix E/List B) may be appended to this contract for information purposes. Omission of any applicable law or regulation from Section J, Appendix E/List B does

not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) The Contractor will perform the work of this Contract in accordance with each of the Contractor Requirements Documents (CRDs) appended to this Contract as "Section J, Appendix E", until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism resulting from the process described in the clause of this contract, entitled, "Application of DOE Contractor Requirements Documents."

(c) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(d) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

**The following is added:**

**I.38 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)**

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List

B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

## **5. SECTION J, APPENDIX E – List B/Applicable DOE Directives and Orders**

### **The following is deleted:**

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives," the Contractor shall adhere to the ES&H requirements compliance process delineated in the Site Standards/ Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in this clause). Revision to List B shall be processed by the Contractor in accordance with the processes set forth in the provision in Section H entitled "Application of DOE Contractor Requirements Documents."

**The following is added:**

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 “Laws, Regulations, and DOE Directives,” the Contractor shall adhere to the ES&H requirements compliance process delineated in the Site Standards/ Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in this clause).

**6. SECTION H-32 PRIVACY ACT SYSTEMS OF RECORD (SOR)**

The following is added to the table in Section H-32:

DOE-11      Emergency Operations Notifications Call List

**7. SECTION L-8 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE**

**The following is deleted:**

If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of ensuring that the Offer is received at the place and by the date and time specified in this solicitation. All proposals are due **NO LATER THAN 4:00 PM Eastern Daylight Savings Time on May 23, 2007**

**The following is added:**

If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of ensuring that the Offer is received at the place and by the date and time specified in this solicitation. All proposals are due **NO LATER THAN 4:00 PM Eastern Daylight Savings Time on June 6, 2007.**

**The following is deleted:**

Hand carried or overnight package(s) must be delivered between 8:00 a.m. and 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable. All proposals are due **NO LATER THAN 4:00 PM Eastern Daylight Savings Time on May 23, 2007.**

**The following is added:**

Hand carried or overnight package(s) must be delivered between 8:00 a.m. and 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable. Offerors must arrange for delivery by contacting Angela Sistrunk-Morton, Contracting Officer, by phone, 803-952-9236, or facsimile, 803-725-1206. All proposals are due **NO LATER THAN 4:00 PM Eastern Daylight Savings Time on June 6, 2007.**

**8. SECTION C-3.3 NATIONAL NUCLEAR SECURITY ADMINISTRATION  
ACTIVITIES**

**The following is deleted:**

**b) Nuclear Nonproliferation Programs**

The Contractor shall provide services in support of the Nuclear Nonproliferation Programs at SRS. The Contractor shall support both new facilities development activities and program mission support activities as specified below.

(1) Pit Disassembly and Conversion Facility (PDCF): The PDCF will be used to disassemble classified nuclear weapons components and convert nuclear material to feedstock for the Mixed Oxide (MOX) Fuel Fabrication Facility. The Contractor scope includes Title II and Title III Engineering Support, Design Authority, Design Responsibility for some facility components, Construction Management, Startup Testing, and Facility Operation; however, PDCF Startup Testing and Facility Operation are expected to occur after the contract period. The PDCF construction contractor is to be determined by separate contracting action.

**The following is added:**

**b) Nuclear Nonproliferation Programs**

The Contractor shall provide services in support of the Nuclear Nonproliferation Programs at SRS. The Contractor shall support both new facilities development activities and program mission support activities as specified below.

(1) Pit Disassembly and Conversion Facility (PDCF): The PDCF will be used to disassemble classified nuclear weapons components and convert nuclear material to feedstock for the Mixed Oxide (MOX) Fuel Fabrication Facility. The Contractor scope includes Title II and Title III Engineering Support, Design Authority, Design Responsibility for some facility components, Construction Management and/or Construction Management Support, Startup Testing, and Facility Operation; however, PDCF Startup Testing and Facility Operation are expected to occur after the contract period.