

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 4
2. AMENDMENT/MODIFICATION NO. S001	3. EFFECTIVE DATE 04/17/07	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		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) 3/23/07
				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) Angela Sistrunk-Morton Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED APR 17 2007
(Signature of person authorized to sign)			

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

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

1. Section C, Part I, Section C-3.3 (b)(1) – Pit Disassembly and Conversion Facility (PDCF) has been revised to reflect the Contractor’s support to the Nuclear Nonproliferation Programs. No other changes were made to Section C of the RFP.

(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 Support, Startup Testing, and Facility Operation; however, PDCF Startup Testing and Facility Operation are expected to occur after the contract period. The PDCF construction management contractor is to be determined by separate contracting action.

2. Part II, Section I, Contract Clauses – the following FAR clause is added hereto, in full text, as follows:

1.59 52.234-3 Notice of Earned Value Management System - Post Award IBR (July 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall—

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror’s existing management system and modifications proposed to meet the guidelines;

- (iii) Describe the management system and its application in terms of the EVMS guidelines;
 - (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
 - (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
- (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
 - (3) The Government will review and approve the offeror's plan for an EVMS before contract award.
 - (4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.
- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.
3. Part II, Section I, Contract Clauses – the following FAR clause is added hereto, and incorporated by reference:

FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JULY 2006)

4. Part II, Section I, Contract Clauses – DEAR clause I.35 is replaced as follows:

I.35 DEAR 970.5203-2 - Performance Improvement and Collaboration (MAY 2006)

- (a) The contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.
- (b) The contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which

manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.

(c) The contractor may consult with the contracting officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The contractor may request the assistance of the contracting officer in the communication of the success of improvements to other management and operating contractors in accordance with paragraph (b) of this clause.

(d) The contractor shall notify the contracting officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

5. Part IV, Section L, Instructions, Conditions, Notices to Offerors, Provision L-8 – TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE. The “MAIL TO” information in paragraph (b) is changed as follows:

MAIL TO: U.S. Department of Energy
ATTN: Angela Sistrunk-Morton
Contracting Officer
Savannah River Operations Office
P.O. Box 339
New Ellenton, SC 29809

SOLICITATION NO. DE-RP09-06SR22470

END OF AMENDMENT