

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 13

2. AMENDMENT/MODIFICATION NO. 032
3. EFFECTIVE DATE 04/14/2011
4. REQUISITION/PURCHASE REQ. NO. 11EM002244
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00603
7. ADMINISTERED BY (If other than Item 6) CODE 00603
Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
ADVANCED TECHNOLOGIES AND LABORATORIES (ATL)
Attn: JOU HWANG
20010 CENTURY BLVD., SUITE 500
GERMANTOWN MD 208741119

9A. AMENDMENT OF SOLICITATION NO. (x)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X
DE-AC27-10RV15051
10B. DATED (SEE ITEM 13)
11/20/2009

CODE 827013467 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 _____ 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)

See Schedule

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.75 FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 2 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.
FOB: Destination
Period of Performance: 01/03/2010 to 01/03/2015

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) <i>Jou Hwang, President</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan E. Bechtol
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY	15C. DATE SIGNED <i>4/14/2011</i>
15D. ORIGINAL SIGNED BY	16B. ORIGINAL SIGNED BY <i>[Signature]</i>
	16C. DATE SIGNED 04/14/2011

1. The purpose of this modification is to (a) increase the value of the contract to reflect negotiated cost and fee as a result of material differences between the initial Contract proposal and actual conditions; and (b) definitize modification M020.

2. References:

- a. Letter, J.G. Hwang, ATL, to S.E. Bechtol, ORP, "Contract No. DE-AC27-10RV15051 – 222-S Laboratory Analytical Services and Testing Change Request and True-Up Proposal," ATL-2010-217, dated October 18, 2010
- b. Letter, S.E. Bechtol, ORP, to J.G. Hwang, ATL, "Contract No. DE-AC27-10RV15051 – Response to Change Request Proposal," 11-AMD-041, dated February 8, 2011
- c. Letter, S.C. Johnson, ORP, to J.G. Hwang, ATL, "Contract No. DE-AC27-10RV15051 – "Modification M-20 – Change Order"
- d. Letter, J.G. Hwang, ATL, to S.E. Bechtol, ORP, "Contract No. DE-AC27-10RV15051 – True-Up Settlement Offer", ATL-2011-048, dated March 10, 2011

3. Modify Contract Section B, B.1, Type of Contract – Items Being Acquired

a. This modification increases the CLINs by the following:

CLIN	Cost	Fee	Total
02	\$5,514,154.88	\$374,962.53	\$5,889,117.41
03	4,054,657.32	275,716.70	4,330,374.01
04	4,277,058.25	290,839.96	4,567,898.21
05	<u>3,319,151.81</u>	<u>225,702.32</u>	<u>3,544,854.13</u>
Total	\$17,165,022.25	\$1,167,221.51	\$18,332,243.76

b. This modification increases the fee pool for Period 2010 by \$187,481.27, which represents half the amount of increased fee for CLIN 02. The base award fee pool

for the period was \$677,899.88. This modification increases the pool to the amount shown in the following table:

Base Fee	\$677,899.88
Recovery Act Fee	167,187.00
Current Modification Fee	187,481.27
Total Fee for Period 2010	\$1,032,568.15

Letter number 11-AMD-075, dated March 15, 2011, determined award fee in the amount of 70.29 percent. As a result of this modification, award fee for the period amount is determined to be \$725,792.15. Of this amount, \$590,779.00 has been paid. ATL may invoice the Government for the remaining 2010 fee in the amount of \$135,013.15 immediately following modification execution.

As a result of this modification, Contract Section B, B.1, is hereby modified:

From:

(b) **BASE PERIOD:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
02	Analytical Services & Testing	\$18,348,491.32

CLIN 02 Description:

The performance of CLIN 02 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$1,355,799.75. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral

decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 02:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
N/A	890251 2010 34 421301 61000000 25200 1110909 0001481	\$919,600.00

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 02 value is estimated to be no more than \$ 19,704,291.07 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(c) **OPTION PERIOD I:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
03	Analytical Services & Testing	\$8,792,105.91

CLIN 03 Description:

The performance of CLIN 03 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$653,444.36. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based

upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 03:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 03 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise*.

(d) **OPTION PERIOD II:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
04	Analytical Services & Testing	\$9,047,267.30

CLIN 04 Description:

The performance of CLIN 04 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$670,795.34. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based

upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 04:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 04 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise.*

(e) **OPTION PERIOD III:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
05	Analytical Services & Testing	\$9,031,857.31

CLIN 05 Description:

The performance of CLIN 05 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$669,747.46. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based

upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 05:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 05 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise.*

To:

(b) **BASE PERIOD:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
02	Analytical Services & Testing	\$23,862,646.20

CLIN 02 Description:

The performance of CLIN 02 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$1,730,762.28. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 02:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
N/A	890251 2010 34 421301 61000000 25200 1110909 0001481	\$919,600.00

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 02 value is estimated to be no more than \$25,593,408.48 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(c) OPTION PERIOD I:

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
03	Analytical Services & Testing	\$12,846,805.51

CLIN 03 Description:

The performance of CLIN 03 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$929,161.06. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 03:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 03 value is estimated to be no more than \$ To be inserted at the time of option exercise (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through To be inserted at the time of option exercise.

(d) **OPTION PERIOD II:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
04	Analytical Services & Testing	\$13,324,325.55

CLIN 04 Description:

The performance of CLIN 04 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$961,635.30. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 04:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 04 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise.*

(e) **OPTION PERIOD III:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
05	Analytical Services & Testing	\$12,351,009.12

CLIN 05 Description:

The performance of CLIN 05 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$895,449.78. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 05:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 05 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise.*

4. Modify Section C, Performance Work Statement, to (a) delete the number of samples count, (b) increase the analysis count from 15,000 analyses per year to 21,000 analyses per year, and (c) delete the monthly work load ranges and replace with monthly workloads will fluctuate.

From:

C.2.1 Laboratory Operations

- a. The contractor shall annually perform approximately 15,000 inorganic, organic and radionuclide analyses. This number of analyses includes analyses for blanks, calibrations, equipment checks and actual samples analyzed. The sample analyses shall be performed on approximately 2,000 intermediate to high level radioactive and/or hazardous samples received from multiple locations and entities on the Hanford site. Samples received into the hot cell may be 300 Rad/hr, with a significant part of that from gamma radiation. Those high rad samples are diluted so that they can be analyzed in a ventilation hood. See Attachment 1, Required Laboratory Processes and Analyses, for the specific required capabilities.
- b. Analysis results shall be reported to meet customer's specified needs. Different methodologies for Required Data Reporting are as follows:
 - i. Full Data Package including raw data, Data Summary Reports with Method Detection Limits (MDL) and qualifiers, Quality Assurance (QA) data.
 - ii. Summary Data Package including Data Summary Reports with MDL
 - iii. Summary Data Package with QA and Data Upload including Data Summary Reports with MDL, QA qualifiers, and defined electronic deliverables
- c. Sample analysis shall be performed by the Contractor's trained and qualified workforce in accordance with approved procedures, using appropriate test and handling equipment provided by DOE (see Section C.3 below). The currently installed Laboratory Information and Management System (LIMS) shall be used for sample tracking, records and data gathering and reporting.
- d. Future capabilities are expected to change little. Monthly work loads are expected to vary widely from 15% utilization to 125% utilization. Utilization in this case relates to the amount of time that analytical personnel are engaged in hands-on sample analysis work.

To:

C.2.2 Laboratory Operations

- a. The contractor shall annually perform approximately 21,000 inorganic, organic and radionuclide analyses. This number of analyses includes analyses for blanks, calibrations, equipment checks and actual samples analyzed. The sample analyses shall be performed on intermediate to high level radioactive and/or hazardous samples received from multiple locations and entities on the Hanford site. Samples received into the hot cell may be 300 Rad/hr, with a significant part of that from gamma radiation. Those high rad samples are diluted so that they can

be analyzed in a ventilation hood. See Attachment 1, Required Laboratory Processes and Analyses, for the specific required capabilities.

- b. Analysis results shall be reported to meet customer's specified needs. Different methodologies for Required Data Reporting are as follows:
 - iv. Full Data Package including raw data, Data Summary Reports with Method Detection Limits (MDL) and qualifiers, Quality Assurance (QA) data.
 - v. Summary Data Package including Data Summary Reports with MDL
 - vi. Summary Data Package with QA and Data Upload including Data Summary Reports with MDL, QA qualifiers, and defined electronic deliverables
- c. Sample analysis shall be performed by the Contractor's trained and qualified workforce in accordance with approved procedures, using appropriate test and handling equipment provided by DOE (see Section C.3 below). The currently installed Laboratory Information and Management System (LIMS) shall be used for sample tracking, records and data gathering and reporting.
- d. Monthly workloads will fluctuate based on Hanford contractors' abilities to deliver samples.

5. Contractor's Statement of Release:

In consideration of this Modification agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes as noted in this modification.

6. All other terms and conditions remain the same.

//nothing follows//