

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 2	
2. AMENDMENT/MODIFICATION NO. M012		3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)				9A. AMENDMENT OF SOLICITATION NO.
Advanced Technologies and Laboratories International, Inc. (ATL) 20010 Century Boulevard Suite 500 Germantown, MD 20874-7114		<input type="checkbox"/>		9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-05RV14548
				10B. DATED (SEE ITEM 13) January 3, 2005
CODE	FACILITY CODE			
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.				
<input type="checkbox"/>	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"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).			
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: Section I, Clause I.84, FAR 52.243.2 – Changes – Cost Reimbursement (AUG 1987) – Alternate I (APR 1984)			
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.)				
The purpose of this modification is to:				
A. Replace Section C, STATEMENT OF WORK, in its entirety (attached);				
B. Replace Section H, SPECIAL CONTRACT REQUIREMENTS, in its entirety (attached);				
C. Incorporate the following DOE Orders into the Contract:				
(i) DOE Order 226.1, Implementation of Department of Energy Oversight Policy				
(ii) DOE Order 475.1, Counterintelligence Program;				
(See following pages)				
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)		
Jou Hwang		Cloette B. Reid, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
Original Signed by	8/30/06	Original Signed by	8/30/06	
_____		_____		
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

Block 14 Continuation:

1. Universal Changes: All notations of ASPC will be changed to read Contractor.
2. Section C.1, *Summary Description of Work*, delete Second Paragraph.
3. Section C.2, *Work Scope*, first paragraph, first sentence. Change wording **from** The work performed by the Analytical Services Production Contractor (ASPC) will be to plan analytical work using priorities from customers... **to** The Contractor will plan analytical work using priorities from customers...
4. Section C.2, *Work Scope*, Second Paragraph. **Replace** paragraph to read: This work will be performed using facilities and infrastructure which are maintained by the Tank Farm Contractor (TFC) and using work processes and work behavior that meets overall Hanford site program requirements. The Contractor shall interface with the TFC, customers and managers of these programs in a manner so that the overall Hanford programs and objectives are consistent among all prime contractors. This requires close coordination with customers and the TFC facility and infrastructure provider. Typical interfaces with the TFC will be driven by services provided as identified in Section C.3. Due to pending litigation regarding receipt of off-site waste at the Hanford site, the Contractor shall not sue laboratory facilities or services off the Hanford Site without advance coordination with and written approval of DOE and its legal counsel. Additionally, no such DOE approval shall be granted for this scope unless the Contractor demonstrates that all other requirements can be met, e.g. contract, packaging, shipping, schedule, etc.
5. Section C.2, *Work Scope*, Third Paragraph. **Replace** first sentence to read: Reference information is provided in an attachment (Page C-6) to this section, showing the required capabilities.
6. Section C.2, *Work Scope*, Fourth Paragraph. **Replace** paragraph to read: When conducting planning the Contractor shall use the priorities and analytical data needs of customers to manage the lab workload in accordance with those needs. In addition, the Contractor shall use planning to establish readiness to perform new analyses, testing or infrequent analyses when these are defined by the customers.
7. Section C.2, *Work Scope*, Fifth Paragraph. **Replace** first sentence to read: Sample analysis shall be performed by Contractor trained and qualified workforce in accordance with approved procedures, using appropriate test and handling equipment.
8. Section C.2, *Work Scope*, Seventh Paragraph. **Replace** paragraph to read: The Contractor shall perform all work in accordance with existing applicable laws and regulations, court orders, settlement agreements, applicable permits, and good practice consistent with safety and quality in the laboratory.
9. Section C.2, *Work Scope*, Ninth Paragraph. **Replace** paragraph to read: A nuclear materials safeguard and security program has been developed, approved by DOE and implemented by the Contractor.
10. Section C.3, *Government Furnished Facilities and Services*, First Paragraph, 1st, 2nd and 3rd sentence. **Replace** sentences to read: The Contractor will be provided with facilities, established programs and services to accomplish this scope of work. The Contractor shall integrate these services with the analytical services scope. Facilities and analytical equipment will be provided and maintained as described below in Sections C.3.1, C.3.2, C.3.3, and C.3.4.

11. Section C.3.1, *Facilities*, Second Paragraph. **Replace** paragraph to read: The analytical services will be primarily performed at the 222-S Building with some space in nearby office available for other laboratory personnel.
12. Section C.3.2, *Instrumentation Provided*, First Paragraph, first Sentence. **Replace** first sentence to read: Types of available laboratory equipment that will be provided to the Contractor are listed below.
13. Section C.3.4. *Other Government Furnished Services*, Bullet Seven. **Replace** seventh bullet to read: Waste Management Program and Services. Waste generated in the process of performing analytical services work shall be controlled in accordance with applicable laws and regulations and agreements (i.e. Tri-Party Agreement) with the Washington Department of Ecology. In general, each hood is a satellite accumulation area with a designated container for waste. Contents of each of these containers must be fully known and documented. Compatibility of waste in the container shall be evaluated before new waste can be added. Disposal of this temporarily stored waste shall be controlled by the TFC in accordance with its procedures. The Contractor shall comply with TFC direction and procedures regarding waste disposal and shall not make any independent waste disposal decisions. Handling and disposition of the waste at this point will be provided under the appropriate procedures of the TFC as a Government Furnished Service. TFC procedures that the Contractor shall follow and comply with while performing this contract include, but are not limited to _____.
14. Section C.3.4. *Other Government Furnished Services*, Eighth Bullet. **Replace** eighth bullet to read: Facility and equipment maintenance. The Contractor shall perform daily calibrations and associated analytical maintenance and cleaning of the instruments.
15. Section C.4.2, *Interactions with other DOE offices and other DOE prime contractors*, First Bullet. **Replace** first bullet to read: Analytical services work is performed for the DOE Office of River Protection and all direction for work to be reimbursed under this contract shall be provided through that office.
16. Section C.4.2, *Interactions with other DOE offices and other DOE prime contractors*, Second Bullet. **Replace** second bullet to read: Daily interaction between the Contractor and other DOE prime contractors shall occur to set priorities, work loads and define required testing analyses for samples.
17. Section H.6.2, *Centralized Site Services*, First Paragraph, First Sentence. **Replace** first sentence to read: Centralized services listed in Table H-6.2 are operated for the benefit of all site contractors to address Hanford wide needs and/or obtain the benefits of volume-based operation.
18. Section H.15, *Litigation Management*, Fourth sentence. **Replace** memorandum with memoranda.
19. Section H.19, *Contractor Acceptance of Notices of Violation or Alleged Violations, Fines and Penalties*. Delete entire section.
20. Section H.20, *Allocation of Responsibilities for Contractor Environmental Compliance Activities*, Part (c). **Replace** Part (c) to read:
(c) The Contractor shall accept, in its own name, service of notices of violation or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability and shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties. Regardless of which party to this contract is named subject of an enforcement action for noncompliance with environmental requirements by the cognizant regulatory authority, provisions of this contract related to allowable costs will govern liability for payment of any fine or penalty. If the named subject of an enforcement action or assessment of a fine or penalty is DOE

and the fine or penalty would not otherwise be reimbursable under the allowable cost provisions of this contract if the Contractor named subject of the enforcement action, the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty).

21. Section H.28, *Permits, Applications, and Licenses* - Delete entire section

22. Section H.29, *Environmental Responsibility* - **Replace** Section H.29 with the following:

General. Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the *Hanford Federal Facility Agreement and Consent Order* [HFFACO, also known as the Tri-Party Agreement or TPA], consent orders, consent decrees, administrative orders, compliance agreements or schedules and settlement agreements between the DOE and Federal and State regulatory agencies. Changes to these requirements will be handled by baseline control.

Environmental Permits. If directed by the CO, the contractor shall, on behalf of the DOE, procure and execute all necessary permits or licenses. If directed by DOE, the contractor shall accept assignment of permits currently held by DOE and its existing operating contractor. The Contractor shall sign environmental permits and applications as "operator" if deemed appropriate by DOE. The Contractor shall submit all reports required by permits directly to DOE to forward to the regulatory agencies unless otherwise directed by the CO. The Contractor is responsible for compliance with applicable permits.

Copies, Technical Information. The Contractor shall provide DOE a copy of regulatory notices and documentations issued to the Contractor by the regulatory agencies within five (5) working days of receipt. DOE shall provide the Contractor copies of environmental permits, authorizations, and regulatory approvals issued by the regulatory agencies to DOE within five (5) working days of receipt.

The Contractor and DOE shall provide to the other, copies of documentation, such as, letter, reports, or other such materials transmitted either to or from regulatory agencies relating to the Contract work within five (5) working days of transmittal or receipt.

The Contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Hanford site Contractor environmental permits when such applications or revisions are related to Contractor's operations. Upon request, Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. If certifications to regulatory agencies are required, the Contractor and DOE shall provide to each other a certification statement relating to such technical information in the form required by the following paragraph.

- (a) Certifications. When DOE is required to certify a document to an external agency or regulator, the Contractor shall provide a written certification statement as required by the applicable regulations of the agency or regulator to which the document shall be submitted. Should the applicable regulations not provide certification requirements, the Contractor shall include the following certification statement in the submittal of such materials to DOE:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and

complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

The individual(s) authorized in writing by the Contractor to sign such certification statements submitted to Federal or State regulatory agencies under the applicable regulatory program shall sign the certification statement.

- (b) Discussions/Interactions. Contractor personnel will work closely with DOE staff and Hanford Prime Contractors to assure that the proper preparations are made for meetings with the regulators and that strategies are developed and implemented that allow the Hanford Waste Treatment Complex to succeed at meeting regulatory and programmatic obligations for the least cost.
- (c) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this contract, DOE will require the Contractor on an allowable cost basis to take all necessary steps to transfer to DOE all environmental permits held by the Contractor. DOE and/or the successor Contractor will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs; claims, demands, fines and penalties, including reasonable legal costs; arising prior to the date such permits are transferred to another party. Contractor shall not be liable for any such claims occurring after formal transfer of this contract unless said claims result from Contractor's action or inaction.

23. Section J, *List of Attachments, Appendix 1.* **ADD** the following:

DOE Order 226.1, *Implementation of Department of Energy Oversight Policy*

DOE Order 475.1, *Counterintelligence Program*,

DOE Order 151.1C, *Comprehensive Emergency Management System*,

10 CFR 850 and 10 CFR 851, *Chronic Beryllium Prevention Program Worker Safety and Health Program Effective 02/09/2006*

24. In accordance with FAR 52.243-2, *Changes – Cost Reimbursement (AUG 1987)*, the Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of this modification.

25. All other terms and conditions of this contract remain the same.