

2. AMENDMENT/MODIFICATION NO. M008	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
--	---	----------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6) Mr. Jacob Bertram, Contract Specialist Jacob_Bertram@orp.doe.gov 509 376 4472
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Advanced Technologies and Laboratories International, Inc. (ATL) 20010 Century Boulevard Suite 500 Germantown, MD 20874-7114	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-10RV15051
		10B. DATED (SEE ITEM 13) November 20, 2009

11. THIS ITEM 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 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.

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 checked="" 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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE 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

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) Susan E. Bechtol Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY ORIGINAL SIGNED BY	August 4, 2010
_____ (Signature of Contracting Officer)	

- A. The purpose of this modification is to make the following changes to the contract:
1. Delete clause C.2.3.1(d) in its entirety because the requirement for a Legal Management Plan is linked to contracts at \$100 million and higher. This contract is below the threshold, thus this clause was included in error.
 2. Delete clause I.104 in its entirety because the requirement in DEAR 952.231-71 is linked to contracts at \$100 million and higher. This contract is below the threshold, thus this clause was included in error.
 3. Change Section G, Contract Administration Data: This modification changes correspondence instructions to allow the Contractor to send letters directly to the Contracting Officer's Representative (COR) and changes invoices instructions to allow for electronic submission of invoices.

From:

G.1 CORRESPONDENCE PROCEDURES

(a) To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent General Counsel (where patent or technical data issues are involved).

(b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with a copy to the Assistant Chief Counsel for the Office of River Protection, the CO and the COR.

(c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-AC27-09RV15051”

(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").

(d) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will continue to be submitted to DOE in hard copy, but shall also be available electronically upon request by the DOE CO or the DOE COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

To:

(a) To promote timely and effective contract administration, correspondence submitted under this contract shall include the contract number and shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent General Counsel (where patent or technical data issues are involved). For technical direction, the Contractor may address letters directly to the COR, or respond directly to letters issued by the COR. The Contracting Officer shall receive a courtesy copy of the letter from the Contractor.

(b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with a copy to the Assistant Chief Counsel for the Office of River Protection, the CO and the COR.

(c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. DE-AC27-10RV15051"

(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").

(d) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will continue to be submitted to DOE in hard copy, but shall also be available electronically upon request by the DOE CO or the DOE COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

(end of clause)

From:

G.6 BILLING INSTRUCTIONS

- (a) Invoices: All invoices, including the applicable CLIN reference from Section B.1, shall be submitted in triplicate (original and two copies), in accordance with the following:
- (1) Original and copies of invoices shall be submitted simultaneously in hard copy and electronically as directed in paragraphs (3), (4) and (5) below. Invoices not simultaneously received by all addressees may be rejected or have payment delayed.
 - (2) In addition to the information required by the Section I Clause entitled, *Prompt Payment* (FAR 52.232-25), the following information must be included on each invoice:
 - a. Budget and Reporting (B&R) Breakout (if required).
 - b. Individual Cost Center Codes (as applicable).
 - c. All supporting documentation requested by the CO or COR (spreadsheets, receipts, CO approvals, etc.)
 - (3) Original invoice shall be submitted to the paying office at either the postal address or express courier address, as follows:

PAYING OFFICE - POSTAL ADDRESS:

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge, TN 37831

PAYING OFFICE - EXPRESS COURIER ADDRESS:

U.S. Department of Energy
Oak Ridge Financial Service Center
200 Administration Road
Oak Ridge, TN 37830
(Phone No. 423-241-5073)

- (4) One copy of each invoice submitted to the COR and CO at the addresses in G.2, as appropriate.
- (5) The contractor shall also submit invoices electronically via the US Department of Energy Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <https://finweb.oro.doe.gov/vipers.htm>

To:

- (a) Invoices: All invoices, including the applicable CLIN reference from Section B.1, shall be submitted via electronic mail (email), in accordance with the following:
 - (1) Portable Document Format (PDF) of all invoices shall be sent to individuals designated by the Contracting Officer for the following Office of River Protection divisions:
 - i. Acquisition Management Division;
 - ii. Project Administration;
 - iii. Tank Farms Project; and
 - iv. Others as directed.
 - (2) In addition to the information required by the Section I Clause entitled, *Prompt Payment* (FAR 52.232-25), the following information must be included on each invoice:
 - i. The invoice shall include a summary schedule of costs by Budget and Reporting (B&R) Breakout.
 - ii. Individual Cost Center Codes (as applicable).

iii. All supporting documentation requested by the CO or COR
(spreadsheets, receipts, CO approvals, etc.)

(3) Original invoice shall be submitted to the paying office at the following email address: orfscmail@oro.doe.gov. The contractor may be required to email to individuals at the Oak Ridge Office (ORO), as determined by ORO.

(4) The contractor shall also submit invoices electronically via the US Department of Energy Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <https://finweb.oro.doe.gov/vipers.htm>

(end of clause)

B. All other terms and conditions remain the same.

//nothing follows//

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(End of Clause)

- I.101 DEAR 952.224-70 Paperwork Reduction Act (APR 1984)**
- I.123 DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)**
- I.103 DEAR 952.227-9 Refund of Royalties (FEB 1995)**
- I.104 Reserved**
- I.105 DEAR 952.247-70 Foreign Travel (DEC 2000)**
- I.106 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (JUN 1996)**
- I.107 DEAR 952.251-70 Contractor Employee Travel Discounts (DEC 2000)**
- I.108 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)**
- I.109 DEAR 970.5204-3 Access to and Ownership of Records (JULY 2005)**
- I.110 DEAR 970.5223-4 Workplace Substance Abuse Programs At Doe Sites (DEC 2000)**
- I.111 DEAR 970.5226-3 Community Commitment (DEC 2000)**
- I.112 DEAR 970.5227-4 Authorization and Consent (AUG 2002)**
- I.113 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)**
- I.114 DEAR 970.5227-6 Patent Indemnity - Subcontracts (DEC 2000)**
- I.115 DEAR 970.5231-4 Preexisting Conditions (DEC 2000)**
- I.116 DEAR 970.5227-1 Rights In Data-Facilities (DEC 2000)**

Baseline. Upon approval of the PMP by the Contracting Officer, the Contractor shall fully implement the Project Control System. The description of the Project Control System shall articulate the management processes and controls utilized to manage and control work, complete Contract requirements, and meet the requirements of the American National Standards Institute/ Electronic Industry Association Standard 748, Earned Value Management Systems.

- b. The Contractor shall provide a reporting system capable of management information in the form of electronic databases and shall report program performance and earned value on the technical work, schedule, funds and cost profile. The Contractor shall provide annual projections by Government fiscal year for labor and equipment needs. The Contractor's databases and reporting shall be available to DOE-ORP no later than 10 working days after the close of the reporting period, to be established at time of award.
- c. The Contractor shall provide the information necessary to support DOE-ORP and other site contractors in the preparation of reports required by regulatory agreements, such as, the Hanford Federal Facility Agreement and Consent Order (also known as the Tri-Party Agreement (TPA)) and legislative mandates or DOE Headquarters required specific data (e.g., Integrated Planning and Budgeting System (IPABS)), which must be supported by the reporting system.
- d. Reserved
- e. The Contractor shall comply with all applicable permits as specified in Section J.

C.2.3.2 Training

The Contractor is responsible for establishing, implementing and maintaining a training program and shall provide trained and qualified personnel to perform the services described herein. The training program shall be in accordance with DOE Orders for nuclear facility operations.

C.2.3.3 Environment, Safety, Health & Quality Assurance (ESH&Q)

- a. 222-S Laboratory Analytical Services and this contract support a mission of accelerated closure. The nature of this contract along with the financial incentives such as those for accelerated completion or for cost effectiveness should never compromise or impede implementation of the Integrated Safety Management (ISM) System and ESH&Q compliance. The Contractor shall establish a single project wide ISM system, in compliance with the Section I clause, DEAR 952.223-71 *Integration of Environment, Safety and Health into Work Planning and Execution*, and Section B clause DEAR 952.223-77 *Conditional Payment of Fee, Profit or Incentives*. The Contractor shall submit to the Contracting Officer for

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 CORRESPONDENCE PROCEDURES**

(a) To promote timely and effective contract administration, correspondence submitted under this contract shall include the contract number and shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent General Counsel (where patent or technical data issues are involved). For technical direction, the Contractor may address letters directly to the COR, or respond directly to letters issued by the COR. The Contracting Officer shall receive a courtesy copy of the letter from the Contractor.

(b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with a copy to the Assistant Chief Counsel for the Office of River Protection, the CO and the COR.

(c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-AC27-10RV15051”

(Insert subject topic after contract number, e.g., “Request for Subcontract Consent”).

(d) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will continue to be submitted to DOE in hard copy, but shall also be available electronically upon request by the DOE CO or the DOE COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.6 BILLING INSTRUCTIONS

- (a) Invoices: All invoices, including the applicable CLIN reference from Section B.1, shall be submitted via electronic mail (email), in accordance with the following:
- (1) Portable Document Format (PDF) of all invoices shall be sent to individuals designated by the Contracting Officer for the following Office of River Protection divisions:
 - i. Acquisition Management Division;
 - ii. Project Administration;
 - iii. Tank Farms Project; and
 - iv. Others as directed.
 - (2) In addition to the information required by the Section I Clause entitled, Prompt Payment (FAR 52.232-25), the following information must be included on each invoice:
 - i. The invoice shall include a summary schedule of costs by Budget and Reporting (B&R) Breakout.
 - ii. Individual Cost Center Codes (as applicable).

- iii. All supporting documentation requested by the CO or COR (spreadsheets, receipts, CO approvals, etc.)
- (3) Original invoice shall be submitted to the paying office at the following email address: orfscmail@oro.doe.gov. The contractor may be required to email to individuals at the Oak Ridge Office (ORO), as determined by ORO.
- (4) The contractor shall also submit invoices electronically via the US Department of Energy Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <https://finweb.oro.doe.gov/vipers.htm>

G.7 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

G.8 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications for this contract as completed by the Contractor and dated, September 22, 2009, are hereby incorporated into this contract by reference.