

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE DE-AC07-99ID13727	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. M090	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563			7. ADMINISTERED BY (If other than Item 6) Wendy L. Bauer, Contracting Officer, (208) 526-2808		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Bechtel BWXT Idaho, LLC PO Box 1625, MS 3560 Idaho Falls, ID 83415				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-99ID13727	
				10B. DATED (SEE ITEM 13) June 1, 1999	
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 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 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.

	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:
X	D. OTHER (Specify type of modification and authority): Mutual Agreement

E. IMPORTANT: Contractor \_\_\_ is not, X is required to sign this document and return [ 3 ] 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 make changes to Sections B, I and J of the contract.

(See the following page)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Scott S. Crawford, Manager Prime Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer Contracting Officer	
15B. CONTRACTOR/OFFEROR BY <u>Scott S. Crawford</u> (Signature of person authorized to sign)	15C. DATE SIGNED 11/22/04	16B. UNITED STATES OF AMERICA BY <u>Wendy L. Bauer</u> (Signature of Contracting Officer)	16C. DATE SIGNED 1/28/04

The following changes are made to the contract as a result of this modification:

1. Section B, Clause B.3(c), ESTIMATED COST AND AVAILABLE FEE, is revised as follows:

- (c) The EM Base Program New Budget Authority (BA) funding that shall be provided to the Contractor at the beginning of the fiscal year for the specified contract periods, is set forth below:

PERIOD	EM BASE PROGRAM FUNDING
October 1, 2001 through September 30, 2002	\$405,000,000
October 1, 2002 through September 30, 2003	\$407,827,000
October 1, 2003 through September 30, 2004	\$401,000,000

DOE commits to firm EM base programming funding of \$407,827,000 and \$401M for Fiscal Years FY03 and FY04, respectively. Additionally, DOE commits that the timing of release of funds, as well as the allocation between fund sources, will be sufficient to ensure funds are available to allow execution of all workscope covered by the approved Detailed Work Plan (DWP). Should the level of funding, timing of release, or allocation restrictions negatively impact BBWI's ability to complete agreed upon DWP workscope, this impact can be clearly demonstrated by BBWI and predictive advance notice is provided DOE agrees to renegotiate effected elements of the PEMP and/or DWP, as appropriate.

2. Section B, Clause B.4, TOTAL AVAILABLE FEE, Table B.4.2, EM PBI Total, is revised as follows:

Table B.4.2

Line No.	Description	Total FY 2003 - 2004
	Available Fee Calculations:	
A	EM PBI Total	\$51,066,350
B	Other PBI Total	\$26,940,000
C	Maximum Negotiated Total Available Fee	\$78,006,350

3. Section I, Contract Clauses, Table of Contents, page I-iii is replaced. In accordance with Policy Flash 2003-23 dated June 23, 2003, add new clause I.72 DEAR 970.5223-5 DOE Motor Vehicle Fleet Fuel Efficiency (OCT 2003). In accordance with Policy Flash 2003-31 dated December 4, 2003, add new clause I.73 FAR 52.204-7 Central Contractor Registration (Oct 2003) Alternate I (Oct 2003) as follows:

I. 72 DEAR 970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13149, Greening the Government Through Federal Fleet and Transportation Efficiency, and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13149 (April 2001) and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 506 of Executive Order 13149 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

**I.73 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) ALTERNATE I (OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record

that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

4. **Section J, Attachment J-A Schedule A-1, BBWI List of Key Personnel, is deleted in its entirety and replaced with the attached Schedule A-1.**
5. **Section J, Attachment J-D, FY 2004 Small Business and Small Disadvantaged Business Subcontracting Plan, for the period October 1, 2003, through September 30, 2004, is hereby incorporated by reference into the contract.**

**SCHEDULE A-1**

**LISTING OF KEY PERSONNEL**

<b>KEY POSITION</b>	<b>NAME</b>
President and General Manager	DIVJAK, Paul H.
Acting Laboratory Director	KEARNS, Paul K.
Vice President/Project Manager, Idaho Completion Project	STIGER, Susan G.