

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGES OF PAGES
1 | 32. AMENDMENT/MODIFICATION
0023. EFFECTIVE DATE
May 7, 1999

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contacts Division, AD-423
Attn: Mary Lou Crow
P. O. Box 2001
Oak Ridge, TN 37831-8758

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

DE-RP05-99OR22725

9B. DATED (SEE ITEM 11)
April 12, 1999

10A. MODIFICATION OF CONTRACT/ORDER

CODE:

FACILITY CODE:

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

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 2 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES 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 data, 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 and 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)

15B CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
BY
(Signature of Contracting Officer)

16C. DATE SIGNED

(Signature of person authorized to sign)

The purpose of this amendment is to (1) add Alternate II, paragraph (c), applicable to a new contractor, to Clause I-137, Preexisting Conditions (June 1997); and (2) revise the instructions in Section L-5(a)(3). All other terms and conditions remain unchanged.

- (1) Alternate II, paragraph (c), applicable if the successful contractor is new, is added to Clause I-137 970.5204-75 Preexisting Conditions (June 1997). The complete clause is given below:

I-137 970.5204-75 Preexisting Conditions (June 1997) Alternate II

- (a) The Department of Energy agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act or failure to act which occurred before the Contractor assumed responsibility on April 1, 2000. To the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to April 1, 2000, the Contractor shall be responsible in accordance with the terms and conditions of this contract.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.
- (c) The Contractor has the duty to inspect the facilities and sites and timely identify to the contracting officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The Contractor has the responsibility to take corrective action, as directed by the contracting officer and as required elsewhere in this contract.
- (2) Section L-5(a)(3) is deleted in its entirety and the following is substituted therefor:

L-5 Proposal Preparation Instructions – Volume I, Offer

(a) Signed Contract

- (3) By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written.

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Amendment No.: 002

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Offerors do not need to submit the complete language from all of the contract clauses in their proposals. Rather, an offeror need only submit those pages on which the offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. If an offeror chooses to take exception to any of the terms and conditions of the contract (Sections A through K) the offeror should sign the Standard Form 33 and attach those terms to which an exception is being taken. The offeror should also state that it agrees to the other terms and conditions to which no exception is being taken. Offerors should be very careful to clearly state to what they are agreeing.