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|-----------------------------------------------|---------------------------------------------------|------------------------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.6<br><b>A009</b> | 3. EFFECTIVE DATE (M/D/Y)<br><b>SEE BLOCK 16C</b> | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N/A</b> | 5. PROJECT NO. (If applicable) |
|-----------------------------------------------|---------------------------------------------------|------------------------------------------------|--------------------------------|

|                                                                                                                                    |                                                                                                                                           |
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| 6. ISSUED BY<br><b>U.S. Department of Energy<br/>Office of River Protection<br/>P. O. Box 450, MS H6-60<br/>Richland, WA 99352</b> | 7. ADMINISTERED BY (If other than Item 6)<br><b>Mr. Jacob Bertram, Contract Specialist<br/>Jacob_Bertram@orp.doe.gov<br/>509 376 4472</b> |
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)<br><br><b>Advanced Technologies and Laboratories<br/>International, Inc. (ATL)<br/>20010 Century Boulevard<br/>Suite 500<br/>Germantown, MD 20874-7114</b> | 9A. AMENDMENT OF SOLICITATION NO.<br><br>9B. DATED (SEE ITEM 11)<br><br>10A. MODIFICATION OF CONTRACT/ ORDER NO.<br><b>DE-AC27-10RV15051</b><br>10B. DATED (SEE ITEM 13)<br><b>November 20, 2009</b> |
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**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.**

|                                     |                                                                                                                                                                                                                                                                                                            |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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:<br><b>I.75 FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) – Alternate I (APR 1984)<br/>F.01 FAR 52.242-15 Stop Work Order (AUG 1989) – ALT I (APR 1989)<br/>I.25 FAR 52.216-7 Allowable Cost and Payment (DEC 2002)</b> |
| <input type="checkbox"/>            | 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

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)<br><b>Jou-Guang Hwang, President</b>                          | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Susan E. Bechtol, Contracting Officer</b> |
| 15B. CONTRACTOR/OFFEROR<br><b>ORIGINAL SIGNED BY</b><br><br><i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED                                                                                           |
| 16B. UNITED STATES OF AMERICA<br><b>ORIGINAL SIGNED BY</b><br><br><i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED<br><b>8/25/2010</b>                                                                       |

- A. The purpose of this modification is to make an equitable adjustment to contract cost relevant to transition cost and the stop work order dated November 27, 2009, and modify the period of performance as detailed below:

Reference:

1. ATL Letter dated May 24, 2010, from J.G. Hwang, ATL, to D.A. Gallegos, ORP, "CLIN 1 TRANSITION COST OVERRUN PROPOSAL (Contract Number DE-AC27-10RV15051)

Background:

The contract was awarded on November 20, 2009, and was protested. The Contractor received a stop work order on November 27, 2009. On December 30, 2009, the Contractor received a Notice to Proceed from the Contracting Officer.

The prior contract, DE-AC27- 05RV14548, had a period of performance ending January 2, 2010. Because the current contract was awarded to the incumbent Contractor, the period of performance was not extended and transition was accomplished concurrently with contract performance.

In consideration of the shortened transition period described in the solicitation, the Contracting Officer negotiated consideration in the amount of \$18,824.09, which represents the difference between the actual and proposed transition cost for CLIN 01.

- B. Change Section B.1 Type of Contract – Items Being Acquired:

**From:**

(a) **CONTRACT TRANSITION:**

| <u>CLIN No.</u> | <u>Supplies or Services</u> | <u>Estimated Cost</u> |
|-----------------|-----------------------------|-----------------------|
| 01              | Contract Transition         | \$80,390.44           |

**CLIN 01 Description:**

The performance of CLIN 01 includes the total estimated costs for the contract transition period stated in Section F.1. There is no base or award fee available for this CLIN.

Funds Obligated to CLIN 01:

| <u>Modification No.</u> | <u>Accounting and Appropriation Data</u>             | <u>Obligation Amount*</u> |
|-------------------------|------------------------------------------------------|---------------------------|
| N/A                     | 890251 2010 34 421301 61000000 25200 1110909 0001481 | \$80,390.44               |

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 01 value is estimated to be no more than \$ 80,390.44. The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(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.

To:

(a) **CONTRACT TRANSITION:**

| <u>CLIN No.</u> | <u>Supplies or Services</u> | <u>Estimated Cost</u> |
|-----------------|-----------------------------|-----------------------|
| 01              | Contract Transition         | \$99,214.53           |

CLIN 01 Description:

The performance of CLIN 01 includes the total estimated costs for the contract transition period stated in Section F.1. There is no base or award fee available for this CLIN.

Funds Obligated to CLIN 01:

| <u>Modification No.</u> | <u>Accounting and Appropriation Data</u>             | <u>Obligation Amount*</u> |
|-------------------------|------------------------------------------------------|---------------------------|
| N/A                     | 890251 2010 34 421301 61000000 25200 1110909 0001481 | \$99,214.53               |

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 01 value is estimated to be no more than \$ 99,214.53. The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(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 | \$900,775.91              |

\* 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. Change Section F – Deliveries or Performance:

**From:**

**F.1 PERIOD OF PERFORMANCE**

The period of performance for the work specified in Section C of this contract is shown below:

1. Contract Transition Period: 0 through 3 Months after Date of Award
2. Base Period: 4 through 27 Months after Date of Award
3. Option Period I: 28 through 39 Months after Date of Award
4. Option Period II: 40 through 51 Months after Date of Award
5. Option Period III: 52 through 63 Months after Date of Award

To:

**F.1 PERIOD OF PERFORMANCE**

The period of performance for the work specified in Section C of this contract is shown below:

1. Contract Transition Period: November 20, 2009 – January 2, 2010
2. Base Period: January 3, 2010 – January 2, 2012
3. Option Period I: January 3, 2012 – January 2, 2013
4. Option Period II: January 3, 2013 – January 2, 2014
5. Option Period III: January 3, 2014 – January 2, 2015

**D. Contractor's Statement of Release:**

In consideration of the 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.

**E. All other terms and conditions remain the same.**

**//nothing follows//**