AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 18

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
S001	07/25/08	N/A	N/A

6. ISSUED BY CODE
U.S. Department of Energy
Chicago Office
9800 South Cass Avenue
Argonne, IL 60439

7. ADMINISTERED BY *(If other than Item 6)* Code
See Block 6.

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

To All Prospective Offerors

CODE FACILITY CODE

(✓) ✓

9.A. AMENDMENT OF SOLICITATION NO.
DE-RP02-08CH11466

9.B. DATED *(SEE ITEM 11)*
07/03/08

10.A. MODIFICATION OF Contract/Order NO.

10.B. DATED *(SEE ITEM 13)*

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 or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 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.

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
	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:
	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.)*

This Request For Proposal is amended as follows:

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)*	
		Marlene E. Martinez, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Marlene E. Martinez *(Signature of Contracting Officer)*	16C. DATE SIGNED 7/25/2008

14. DESCRIPTION OF AMENDMENT/MODIFICATION

a. The Executive Summary letter dated July 3, 2008, is deleted in its entirety and is replaced with the Executive Summary letter dated July 3, 2008, attached to this Amendment No. S001.

b. The footer note "Source Selection Information – See FAR 2.101 and 3.104 Official Use Only", is hereby deleted from all pages of the Request For Proposal No. DE-RP02-08CH11466.

c. Part I, Section B.3 - PERFORMANCE AND OTHER INCENTIVE FEES, subparagraphs (b) and (c) are revised in their entirety as follows:

"(b) In implementation of Clause I.112, Total Available Fee: Base Fee Amount and Performance Fee Amount, the Parties have agreed that the maximum available performance fees that may be earned by the Contractor in accordance with the provisions of Appendix B, Performance Evaluation and Measurement Plan, for the performance of the work under this contract commencing March 1, 2009 are as follows:

Performance Period	Base Fee	Performance Fee
Base Contract Period		
3/1/09 – 9/30/09	0*	
10/1/09 – 9/30/10	0*	
10/1/10 – 9/30/11	0*	
10/1/11 – 9/30/12	0*	
10/1/12 – 9/30/13	0*	
10/1/13 – 2/28/14	0*	

*Base fee under this contract shall be $0. All fee dollars shall be performance fee and at risk.

(c) If DOE determines that the Contractor has earned any Award Term after February 28, 2014, in accordance with the provisions of Clause F.2 - Award Term Incentive, the Parties have agreed that the maximum available annual performance fee that may be earned by the Contractor shall be:

Performance Period	Base Fee	Performance Fee
Award Term Period		
3/1/14 – 9/30/14	0*	
10/1/14 – 9/30/15	0*	
10/1/15 – 9/30/16	0*	
10/1/16 – 9/30/17	0*	
10/1/17 – 9/30/18	0*	
10/1/18 – 2/28/19	0*	

*Base fee under this contract shall be $0. All fee dollars shall be performance fee and at risk."

d. Part I, Section C.4 – STATEMENT OF WORK, subparagraph (b)(8), University and Science Education Program, in the first line of the second paragraph, the word "its" is deleted.

e. Part I, Section C.4 – STATEMENT OF WORK, subparagraph (c), Administration and Operation of the Laboratory, the paragraph entitled "Facility Operations and Infrastructure", immediately following subparagraph (4), Laboratory Facilities, is numbered as paragraph (c)(5), and the remaining paragraphs are renumbered as paragraphs (c)(6) through (c)(13).

f. Part I, Section F.1 - PERIOD OF PERFORMANCE, in paragraph (a) the date "February 14, 2014" is deleted and replaced with "February 28, 2014"; and in paragraph (b), the date "February 14, 2009" is deleted and replaced with "February 28, 2009".

g. Part I, Section F.5 – PRINCIPAL PLACE OF PERFORMANCE, is deleted and replaced with the following:

"F.5 PRINCIPAL PLACE OF PERFORMANCE

The principal place of contract performance is at the site of Princeton Plasma Physics Laboratory, located on the Government leased premises at the James Forrestal Campus of Princeton University, US Route 1 North, Plainsboro Township, Middlesex County, New Jersey."

h. Part I, Section H, Special Contract Requirements, Table of Contents, pages iii, Clause H.38 - COMPLIANCE WITH INTERNET PROTOCAL VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY (DOE A.L. 2006-04), is deleted and replaced with the following:

"H.38 RESERVED"

i. Part I, Section H, Clause H.19A – SEPARATE ENTITY, is deleted and replaced with the following:

"CLAUSE H.19A – SEPARATE ENTITY

(a) The work performed under this Contract shall be by a separate entity, either an autonomous organization or an identifiable separate operating unit of a parent organization. The separate entity, whether a new corporate or legal entity formed solely to perform this contract or as a qualifying part of an existing legal or corporate entity, must be set up solely to perform this Contract.

(b) If the Contractor forms a new separate corporate or legal entity from its parent organization(s) to perform the work under this Contract, the new separate corporate or legal entity shall also be totally responsible for all Contract activities.

1. The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in the Part III, Section J, Attachment J.12, Appendix L, entitled, Performance Guarantee. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor.

2. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer."

j. Part I, Section H, Clause H.19B – RESPONSIBLE CORPORATE OFFICIAL, is deleted and replaced with the following:

"CLAUSE H.19B – RESPONSIBLE CORPORATE OFFICIAL

The Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor separate entity performing the Contract, and who is accountable for the Contractor regarding Contractor performance issues:

Name: _____

Position: _____

Company/Organization: _____

Address: _____

Phone: _____

Facsimile: _____

Email:

_____

Should the responsible parent corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change."

k. Part I, Section H, Clause H.35 – ACTIVITIES DURING CONTRACT TRANSITION, paragraph (a), the date "February 14, 2009" is deleted and replaced with "February 28, 2009".

l. Part I, Section H, page H-36, Clause H.38 - COMPLIANCE WITH INTERNET PROTOCAL VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY (DOE A.L. 2006-04), is deleted in its entirety and replaced with the following:

"H.38 RESERVED"

m. Part II, Section I, Clause I.57 – FAR 52.225-11, BUY AMERICAN –CONTSTUCTION MATERIALS UNDER TRADE AGREEMENTS (DOE DEVIATION)(FEB 2008), paragraph (b)(3), "none" is inserted in the blank.

n. Part II, Section I, Clause I.79 – FAR 52.247-67, SUBMISSION OF TRANSPORTATION DOUCMENTS FOR AUDIT (FEB 2006), paragraph (c), the following address is added in the blank:

"U.S. Department of Energy
Princeton Site Office
US Rt. 1 North, Forrestal Campus C Site
Room B290 LSB
Princeton NJ 08542"

o. Part II, Section I, Clause I.112 – DEAR 970.5215-1, TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000)(ALTERNATES II AND III)(DEC 2000), paragraph (c)(2), in the first sentence, "Argonne Site Office" is deleted and replaced with "Princeton Site Office".

p. Part III, Section J, Attachment J.1, Table of Contents, Appendix A – Princeton Plasma Physics Laboratory Advance Understandings on Human Resources, is revised to add SECTION XIII, U.S. ITER LONG-TERM FOREIGN ASSIGNMENT RELOCATION POLICY – MAY 4, 2007.

q. Part III, Section J, Attachment J.1, Appendix A – Princeton Plasma Physics Laboratory Advance Understandings on Human Resources, is revised to add SECTION XIII, U.S. ITER LONG-TERM FOREIGN ASSIGNMENT RELOCATION POLICY – MAY 4, 2007, as follows:

"SECTION XIII - U.S. ITER LONG-TERM FOREIGN ASSIGNMENT RELOCATION POLICY – MAY 4, 2007

(a) Monthly Living Allowance (for Goods and Services, Housing and Transportation).

A Living Allowance provides the international staff member with the amount of additional compensation necessary to maintain approximately the same purchasing power in the host location as what would exist in the home country at the staff member's current salary level. The Living Allowance includes a goods and services, housing and transportation cost differential with the foreign location. The philosophy of the Allowance is to keep the family whole and is not intended for the family to have an upgrade in life style abroad. Any additional allowance provided by ITER International (i.e., any Monthly Secondment Allowance) will not be duplicated. Data from AIRINC (an international compensation consultant) will determine the monthly allowance and will be individually calculated based upon the staff members home location, foreign location, family size, current salary, and current rate.

Contact the Manager of U.S. ITER Human Resources (HR) Division for country-specific Allowance information.

Regulatory Guidance: Dept. of State, 220, 221 Post Allowance – Post allowance means a cost-of-living allowance granted to a staff member officially stationed at a post in a foreign area where the cost of living, exclusive of quarters costs, is substantially higher.

Regulatory Guidance: Dept. of State 130 – 131.1 "Living quarters allowance," hereinafter referred to as LQA, means a quarters allowance granted to an employee for the annual cost of suitable, adequate, living quarters for the employee and his/her family.

(b) Language Training

Reasonable receipted costs for language training for the staff member before and during assignment up to $3,200 will be reimbursed. It is expected that the staff member will typically take up to two courses before departure for the foreign country, and up to two courses after arrival in the foreign country with an average cost of $800 per course equaling $3,200.

Regulatory Guidance: Although the state department regulation does not specifically address language training, employees are provided language training in Washington, D.C., prior to departure. All benchmarked labs and 78 percent of industry provide language training.

(c) Medical Plan

ITER Project Office will arrange and pay for foreign medical insurance for seconded staff members and Internal Revenue Service (IRS) dependents who accompany them.

Regulatory Guidance: Dept. of State 220, 221 – The Calculations the State Department uses for this Post Allowance includes the amount for medical costs at the oversees location. In addition, most U.S. employer's medical coverage is much less comprehensive and has higher premiums for foreign assignments than the U.S. Therefore, the best medical coverage and ease for claims reimbursement is the French Previnter plan, which the ITER Project Office plans to provide for seconded personnel.

(d) House Hunting (at foreign assignment location)

One lodging hunting trip for up to 10 days will be reimbursed for the spouse only (no IRS dependents) in conjunction with the staff members business travel. Only transportation and meals will be provided.

Regulatory Guidance: FAR 31.205-35 – The policy allows a spouse to accompany an employee who is on business travel for the purpose of selecting lodging in the new location, for a reasonable period not exceeding 10 calendar days. This is economically advantageous for the DOE because it is likely to reduce the amount of time in temporary lodging after arrival for the new assignment.

(e) Shipments and/or Storage of Household Goods – to and from foreign location

U.S. ITER will ship approved household goods that fit in a 40-ft container (not to exceed 18,000 lbs) or will ship up to 5,000 lbs and store the remainder in long-term storage not to exceed 18,000 lbs combined total for shipment and storage. Air shipment may be provided but is limited to 500 lbs per staff member and 250 lbs for each IRS dependent and such shipment will count against the 18,000 lbs limit.

Regulatory Guidance: FAR 31.205-35 (1); FTR 302-7.2, 302-8.200, 300-8.203 – Maximum weight allowance that may be stored or shipped by government is 18,000 lbs. Extended storage of household goods is allowable if unable to use at location. Time limit: duration of assignment plus 30 days prior to beginning of assignment and 60 days after assignment ends.

(f) Temporary Living Expenses

(1) *Prior to Departure to foreign location and prior to arrival back to U.S.* – Temporary living accommodations for staff member and IRS dependents will be provided for up to seven days prior to departure at established per diem rates for lodging, meals and incidental expenses.

Regulatory Guidance: Dept. of State 120 – Temporary Quarters – for a period not to exceed 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters.

(2) *After Arriving in Country* – Temporary living accommodations for staff member and IRS dependents will be provided prior to moving into permanent housing for up to 30 days at 100% of per diem rates but only if the Living Allowance or off-setting ITER monthly secondment allowance has not started.

Regulatory Guidance: Dept. of State 120 – "Temporary quarters subsistence allowance" means an allowance granted to an employee for the reasonable cost of temporary quarters, meals and laundry expenses incurred by the employee and/or family members: for a period not to exceed 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier."

(3) *Returning to Home Country* – Temporary living accommodations for staff members and IRS dependence will be provided for up to 60 days (minus any pre-departure days) based on local area per diem, unless home organization provides other arrangements.

Regulatory Guidance: FTR 302-6.104 – Up to 60 consecutive days or when moved to permanent residence, whichever occurs first.

(g) Travels to and from New Location

U.S. ITER will reimburse actual and reasonable direct routing travel expenses incurred while traveling to and from an overseas assignment for the staff member and spouse plus all claimed IRS dependents. Direct economy class airfare and meals at local per diem rate will be reimbursed. If travel time, time spent in transit, exceeds 14 hours, business class travel is authorized.

Regulatory Guidance: FAR 31.205, see 31.205-46; FTR 302-3, Table B, 302-4 – Transportation and per diem for employee and immediate family.

(h) Home Selling Assistance in U.S.

If the staff member is currently a homeowner, home selling expenses may be reimbursed up to 14 percent of the sales price for a primary residence within one year of departure from the U.S. for the following selling costs: express mail, brokerage fee (limited to 7 percent of sales price or prevailing rate for the area, whichever is less), notary, document preparation, attorney's fees, closing fees, inspections that sellers are required to pay for (termite, radon, structural, well, septic, and furnace, etc.), and escrow or conveyance fees, including mortgage transfer fees; advertising expenses, if no broker fee incurred; documentary tax stamps; recording discharge of mortgage; transfer taxes; abstract of title insurance; tax search; and survey expenses.

Costs normally paid by a buyer are not reimbursable.

Regulatory Guidance: FAR 31.205-35(a)(3), FTR 302-11-1 – must have been homeowner or under contract to purchase a home at time of offer of employment.

(i) Home Buyers Assistance in U.S. Upon Return

If the staff member was a homeowner prior to taking the assignment in the foreign location and sold that home due to the assignment, home buying expenses may be reimbursed up to 5 percent of the purchase price for a primary residence purchased in the U.S. within one year of arrival to U.S. and may include the following reasonable and normal actual costs: documentation, express mail, recording, Veteran Affairs funding, appraisals and mortgage approval and credit rating fees; mortgage tax; examination o title fee or title insurance premium (if in effect on previous home); attorney fees or attorney's fees included in bank service fees; survey expenses; transfer tax; origination fees (limited to 1 percent – prevailing rate for the area); escrow or conveyance fees, including mortgage transfer fee; and inspection fees that a buyer normally pays (termite, radon, structural, well, septic, and furnace).

Mortgage discount fees (normally paid by the buyer) are not reimbursable. Also, costs normally paid by the seller are not reimbursable.

Regulatory Guidance: FAR 31.205-35(a)(6); - Must have been homeowner at time of transfer or offer of employment.

(j) Home Leave Travel/Vacation/Holidays

Vacation accrual will be according to the vacation policy of the staff member's company in the home country.

Every time the duration of the assignment extends beyond 12 months and the international assignment will continue an additional 6 months, U.S. ITER will pay for international staff member's travel time for home leave. U.S. ITER typically will reimburse economy/coach round trip air transportation costs for the international staff member and IRS dependents by the most direct route from host country to the home country and return. If the international staff member chooses to take Home Leave to a location other than the home country, equivalent expenses incurred by the international staff member may be reimbursed, up to what would have been the direct transportation costs to the home country.

Home leave travel time, time spent in transit, will be charged as regular business travel time and is to be calculated on the basis of commercial airline schedules.

Staff Members will observe the holiday schedule of ITER.

Regulatory Guidance: FTR 301-11.23 (c) – Periodic return travel home is justified incident to an extended temporary assignment.

(k) Emergency Home Travel to U.S.

In the event of serious illness or death of the staff member or spouse or an IRS dependent of the staff member or spouse, the company will provide direct economy/coach-class round-trip airfare to the home country for the staff member and/or spouse and IRS dependents as deemed appropriate by the U.S. ITER Business Manager.

Any other emergency situations should be discussed with the U.S. ITER Project Manager for exceptions.

Regulatory Guidance: FTR 302-3.511; 303-70 (et seq)

(l) Relocation Allowance

A Relocation Allowance of $5,000 will be provided (unreceipted) to cover incidental moving expenses such as rental deposits, utilities, computer set up fees, telephone deposits and other miscellaneous expenses.

Regulatory Guidance: FAR 31.205-35(b)(5) – Misc. expenses for establishing a residence at new location. Maximum lump sum allowed by FAR is $5,000 in lieu of actual cost. The FAR reads: "Other necessary and reasonable expenses normally incident to relocation, such as disconnecting and connecting household appliances; automobile registration; driver's license and use taxes; cutting and fitting rugs, draperies, and curtains; forfeited utility fees and deposits; and purchase of insurance against damage to or loss of personal property while in transit."

(m) Education Allowance for IRS Dependent Children through Secondary Education

An Education Allowance will be provided, if approved in advance and receipted for expenses in accordance with State Department guidelines. Such allowance will be paid for IRS dependent children for elementary and secondary education for each school year only if no suitable local option is available, and generally for tuition, books and fees only. (Annual expenses for the local school in Aix en Provence include tuition of approximately $10,000; fees up to $2,000; books up to $2,000 and transportation up to $1,000).

Regulatory Guidance: Dept. of State, 270 – to assist an employee in meeting extraordinary and necessary expenses in providing adequate elementary and secondary education for dependent children. Use the State Department Table of Allowances, Education Allowances using location of foreign assignment to determine rates from kindergarten through grade 12.

(n) Tax Adjustments and Consultation

U.S. ITER's income adjustment policy has three major objectives: to ensure that the staff member's net income after taxes will not exceed his or her stay-at-home tax liability (that is, what the staff member's tax liability would have been in the absence of the foreign assignment); to ensure good corporate citizenship regarding the staff member's tax compliance in every foreign location and to eliminate the risk of nonconformance with local law, tax regulations, and exchange rate controls; and, where appropriate and permissible, to adjust U.S. income in a manner that has a neutral effect on the employee but minimizes total domestic and foreign tax costs ("tax equalization").

The basic principle is that the staff member's actual U.S. income and other federal tax obligations (e.g., FICA) on salary, fringe benefits, bonuses, and foreign living allowances should not exceed the U.S. income and other tax obligations on salary, fringe benefits and bonuses if the staff members remained in the U.S. This means that supplemental payments may be required with regard to foreign living allowances.

In addition, the staff member's income should be increased by the amount of any excess foreign income and payroll taxes he or she must pay, plus an appropriate supplemental amount as may be necessary to preclude a negative impact on net income due to taxes on the increased income. "Excess foreign income and payroll taxes" means the amount of any taxes the staff member is obligated to pay to a foreign government after a deduction for any credit for taxes paid to the U.S. under a tax treaty.

Because living overseas can greatly complicate both U.S. and foreign tax obligations in ways most taxpayers never encounter or have occasion to learn about, U.S. ITER will provide staff members with access to a contracted international tax expert.

Regulatory Guidance: Although State Department regulations are silent, most international business assigning people to work in foreign countries routinely provide tax equalization and U.S. tax preparation consultation and assistance.

(o) Lease Termination to and from Foreign Location

U.S. ITER will provide Lease Termination Assistance if applicable for a primary residence only if the staff member is required by U.S. ITER to move on short notice.

Regulatory Guidance: FTR 302-11.6, 302-11-7; FAR 31.205-35(a)(9) – If occupying residence at time of offer or transfer, may be eligible for settlement of an unexpired lease at your official station or when assigned to foreign duty location.

(p) <u>Foreign Service Premium</u>

U.S. ITER will pay a ten (10) percent incentive and retention premium added to the staff member's base salary for long term assignments paid monthly to start the first day staff member arrives in country and to be paid as long as the staff member is residing in the foreign location.

Regulatory Guidance: Foreign Service Premium is a standard benefit to attract and retain employees to work in foreign assignment locations; this benefit was benchmarked against other DOE laboratories and international businesses who pay this and all U.S. ITER Secondees are paid Foreign Service Premium.

(q) Relocation Agreement

All staff members assigned to a foreign location will sign a relocation agreement form prior to relocating and again prior to their return to the U.S. The Relocation Agreement Form states if the staff member voluntary terminates employment for any reason within their control within one year from date of commencement of work in the foreign location or one year within their return to the U.S., the employee will promptly reimburse the company all relocation monies. If the employee is terminated for cause or otherwise removed from the project at the request of the ITER Organization within one year from date of commencement of work in the foreign location they will promptly reimburse the company all relocation monies paid to or for them based on one-twelfth of the total amount for each full month not worked in that year.

Regulatory Guidance: FTR 302-2.12, FTR 302-2.13, FTR 302-2.14 – A service agreement is a written agreement between you and your agency, signed by you and an agency representative, stating that you will remain in the service of the Government for a period of time as specified in 302-2.13 after you have relocated. You are required to sign a service agreement when transferring within or outside the continental United States or performing renewal agreement travel. FTR 302-2.17 – If you fail to sign a service agreement, your agency will not pay for your relocation expenses."

r. Part III, Section J, Attachment J.8, Appendix H – SMALL BUSNIESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTEAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN, pages J-H-1 and J-H-2 are deleted and replaced with pages J-H-1 and J-H-2 attached to this Amendment No. S001.

s. Part III, Section J.9, Appendix I – DOE Directives/List B, OTHER, DOE Order 551.1B, Official Foreign Travel, dated August 19, 2003, is hereby deleted and replaced with DOE Order 551.1C, Official Foreign Travel, dated June 24, 2008.

t. Part III, Section J.9, Appendix I – DOE Directives/List B, ES&H, DOE Manual 460.2-1A, Radioactive Material Transportation Practices Manual, dated June 4, 2008, is hereby added to the list of applicable directives.

u. Part IV, Section L, Provision L.1 – INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS AND UNIFORM CONTRACT, paragraph (c) (1), first bullet, the last sentence is deleted and replaced with the following:

"Section J, Attachment J.6, Appendix F and Clause I.137 will be completed by the Government prior to contract award."

v. Part IV, Section L, Provision L.2 – RELEVANT EXPERIENCE, paragraph (b), Operations and Business Management, in the third line, "C.4(c)(1) through C.4(c)(12)" is deleted and replaced with "C.4(c)(1) through C.4(13)".

w. Part IV, Section L, Provision L.3 – OFFEROR'S LONG-TERM SCIENCE STRATEGY FOR PPPL, is deleted and replaced with the following:

"L.3 OFFEROR'S LONG-TERM SCIENCE STRATEGY FOR PPPL

The DOE is interested in attracting a Laboratory contractor that can understand both the Department's mission for PPPL, and provide a vision to position PPPL as a national leader in fusion science and technology. The long term strategy should reflect that the U.S. and international fusion programs are pursuing ITER as their central focus while maintaining broad programs for further development of fusion through collaborative efforts.

(a) Long-Term Science Strategy

Provide your long term science strategy to support the Department's missions. Your strategy should demonstrate your understanding of the Laboratory's current major research programs (see Section C.4(b)), identify any new directions that the laboratory might take, and discuss how the laboratory could most effectively contribute to meeting the challenges facing the fusion program . The strategy should also describe opportunities for leadership in collaborative research both nationally and internationally and how the Laboratory intends to actively compete for these leadership roles. Your long term science strategy should also consider and highlight new research initiatives to fill the gaps in addressing outstanding and emerging scientific and technological issues for the development of fusion energy. Identify and discuss relevant opportunities and strategies to position/strengthen the Laboratory's role as a unique national and international leader and resource in supporting the fusion program in the 21st century.

(b) Managing the Research Program and Science Strategy in a Hypothetical Changed Program

Describe what strategies, approaches, or directions your organization would employ in response to the following hypothetical scenario: The Laboratory has been informed that the Department will no longer build or operate any significant experimental devices at PPPL. In order to conserve funding for other fusion projects, NSTX will cease operations

immediately. However, in addition to existing domestic and international fusion devices, a new major national experimental device will be constructed at a site other than PPPL for further development of fusion energy. In particular, describe how this scenario would alter your long term strategy described in paragraph (a) above. Define the Laboratory's role in the fusion program under this scenario and present a comprehensive plan that optimizes and adapts the Offeror's long term science strategy for the Laboratory."

x. Part IV, Section L, Provision, L.4 – MANAGEMENT STRATEGY AND APPROACH, paragraphs (b) and (c) are revised as follows:

(1) Paragraph (b), Operations and Business Management, in the introductory sentence, "C.4(c)(1) through C.4(c)(12)" is deleted and replaced with "C.4(c)(1) through C.4(13)".

(2) Paragraph (c), Laboratory Oversight Board is deleted and replaced with the following:

"(c) PPPL Advisory Board

The Offeror shall describe its strategy and approach for instituting a PPPL Advisory Board for providing technical, scientific and leadership management of PPPL. The strategy and approach shall include a detailed description of the composition of the Board, as well as the roles, responsibilities and authorities of the PPPL Advisory Board and the individual members of that Board. Also highlight any role of the parent organization(s)' Board of Directors, Trustees, or any other Management Board or individual(s). Provide an accompanying organization chart of the PPPL Advisory Board identifying linkage(s) to the parent organization(s) and PPPL."

y. Part IV, Section L, Provision, L.5 – KEY PERSONNEL, the first paragraph is deleted and replaced with the following:

"Offeror shall propose "Key Personnel" including the Laboratory Director, the Deputy Director(s), if any, and the direct reports to the aforementioned positions who have overall line management responsibility for science and technology and for operations and business management. It is recognized that the number and exact functions for these direct reports will be a function of the organizational structure proposed. **The Laboratory Director shall be a full time position, with 100 percent of their time dedicated to the resultant contract. The letter of commitment for the Laboratory Director shall indicate a commitment to work 100 percent of their time under the resultant contract.**"

z. Part IV, Section L, Provision, L.6 – TRANSITION PLAN, the date "February 15, 2009" is deleted and replaced with "March 1, 2009".

aa. Part IV, Section L, Provision, L.9 – VOLUME III – COST, FEE, FINANCIAL AND OTHER INFORMATION PROPOSAL - INSTRUCTIONS, paragraph (a), the date "February 15, 2009" is deleted and replaced with "February 28, 2009".

bb. Part IV, Section L, Provision, L.9 – VOLUME III – COST, FEE, FINANCIAL AND OTHER INFORMATION PROPOSAL - INSTRUCTIONS, paragraph (c) is deleted and replaced with the following:

"(c) Performance Fee

The total available performance fee pool for this contract through February 28, 2014 shall not exceed $9.3 Million. Also refer to Clause B.4 – Allowability of Subcontractor Fee.

The Offeror shall propose a total available performance fee for each of the fiscal years specified in Part I, Clause B.3(b). The fee proposed for each year shall not exceed, but may be less than, the maximum fee amounts specified below:

Performance Period	Maximum Base Fee	Maximum Performance Fee
Base Contract Period		
3/1/09 – 9/30/09	0*	$1,085,000
10/1/09 – 9/30/10	0*	$1,860,000
10/1/10 – 9/30/11	0*	$1,860,000
10/1/11 – 9/30/12	0*	$1,860,000
10/1/12 – 9/30/13	0*	$1,860,000
10/1/13 –2/28/14	0*	$ 775,000

*Base fee under this contract shall be $0. All fee dollars shall be in performance fee and at risk.

Home office expenses and corporate oversight expenses, whether direct or indirect, relating to activities of the Offeror, except as otherwise specifically agreed to in writing by the Contracting Officer are unallowable (see Clause H.6). The Offeror shall not submit home office expense or corporate oversight expense information with the proposal. Home office expenses and corporate oversight expenses will not be considered in the determination of probable cost in Section M.9.

The Offeror shall also propose a maximum annual earnable performance fee in Part I, Clause B.3(c) for the first five years of any additional Award Term which is awarded by DOE pursuant to the provisions of Clause F.2 – Award Term Incentive. The total available performance fee pool for the first five years of any additional Award Term shall not exceed $9.3 Million. The fee proposed for each additional Award Term shall not exceed, but may be less than, the maximum fee amounts specified below:

Performance Period	Maximum Base Fee	Maximum Performance Fee
Award Term Period		
3/1/14 – 9/30/14	0*	$1,085,000
10/1/14 – 9/30/15	0*	$1,860,000
10/1/15 – 9/30/16	0*	$1,860,000
10/1/16 – 9/30/17	0*	$1,860,000
10/1/17 – 9/30/18	0*	$1,860,000
10/1/18 – 2/28/19	0*	$ 775,000

*Base fee under this contract shall be $0. All fee dollars shall be in performance fee and at risk. "

cc. Part IV, Section L, Provision, L.10 – ORAL PRESENTATIONS, paragraph (a), the date "October 7, 2008" is deleted and replaced with "September 22, 2008".

dd. Part IV, Section L, Provision, L.38 – PPPL PERSONNEL INFORMATION, paragraph (b) is deleted and replaced with the following:

"(b) Joint Appointments (also refer to clause H.35(a)(6))

There are three PPPL Faculty that hold joint (split-funded) appointments at PPPL. All joint appointments are reimbursed according to a cost ratio of 51% Princeton University and 49% PPPL. Salaries and fringe rates remain the same as those paid at Princeton University."

ee. Part IV, Section L, Provision, L.58 – SECTION L APPENDICES, Appendix 7 – PPPL Workforce by Appointment Category, the paragraph entitled, "***Faculty (Joint Appointments***)", the second sentence is deleted and replaced with the following:

"PPPL reimburses Princeton University for 49% of the faculty member's salary and benefits, at the faculty salary and fringe rate."

ff. Part IV, Section M.2 – RELEVANT EXPERIENCE CRITERION, paragraph (b), in the second line, "C.4(c)(1) through C.4(c)(12)" is deleted and replaced with "C.4(c)(1) through C.4(13)".

gg. Part IV, Section M.4 – MANAGEMENT STRATEGY AND APPROACH CRITERION, paragraphs (b) and (c) are revised as follows:

(1) Paragraph (b), in the introductory paragraph, "C.4(c)(1) through C.4(c)(12)" is deleted and replaced with "C.4(c)(1) through C.4(13)".

(2) Paragraph (c), Laboratory Oversight Board is deleted and replaced with the following:

"(c) The Government shall evaluate the comprehensiveness, innovativeness, and feasibility of the Offeror's strategy and approach for instituting a PPPL Advisory Board; and"

END OF AMENDMENT

Department of Energy
Office of Science
Chicago Office
9800 South Cass Avenue
Argonne, Illinois 60439

Princeton Plasma Physics Laboratory

Executive Summary

Solicitation No. DE-RP02-08CH11466

July 03, 2008

TO: Prospective Offerors

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. DE-RP02-08CH11466 FOR THE SELECTION OF A MANAGEMENT AND OPERATING CONTRACTOR FOR THE PRINCETON PLASMA PHYSICS LABORATORY (PPPL)

This letter is a summary of the salient elements of the acquisition, but is not an integral part of the attached RFP. Should there be any conflict between this Executive Summary and the RFP, the data and information in the RFP will prevail.

The Department of Energy (DOE), Chicago Office, is releasing the RFP for award of a contract for the management and operation of PPPL. DOE is seeking proposals from qualified organizations interested in competing for this contract. Specific details of the contract performance requirements are described in the RFP. The RFP can be found on the Industry Interactive Procurement System (IIPS) at URL http://e-center.doe.gov. Joining the solicitation specific mailing list ensures that your firm will receive automated messages pertaining to the subject solicitation. As the RFP will be posted at this Internet address, there will be no printed copies of the solicitation prepared or available for distribution. All questions regarding the RFP must be submitted through the "Submit Questions" feature on IIPS. The Government requires that this process be used rather than letters, e-mails, and/or telephone calls. Responses, if required, will also be posted on IIPS. It is requested that all questions on the RFP be submitted by 4:30 p.m., Central Standard Time on July 23, 2008.

PPPL is a government-owned, contractor operated facility located on 88.5 acres of land leased by DOE on Princeton University's James Forrestal Campus in Princeton, New Jersey. PPPL is a DOE Office of Science (SC) single program laboratory devoted primarily to plasma and fusion science and is one of the leading institutions investigating the science of magnetic fusion energy. The primary mission of PPPL is to develop the scientific understanding and key innovations that will lead to a viable fusion energy source. The primary sponsor of work at PPPL is SC's Fusion Energy Sciences Program. Anticipated funding for FY 2008 for PPPL, from all sources, is approximately $78.7 million.

Major fusion programs at PPPL include participation in the mainline program element of the U.S. fusion program, which is research on burning plasmas in the tokamak concept, as well as investigating non-tokamak concepts for **configuration optimization.** These activities are strongly supported by theory and modeling programs, international collaborations, design of future facilities, research on plasma science and technology, technology transfer, and university and science education programs.

As a collaborative national center for plasma and fusion sciences, associated missions of PPPL include conducting world-class research along the broad frontier of plasma science and technology, and providing the highest quality of fusion and plasma scientific education for our nation's future scientists. PPPL supports DOE's strategic missions in contributing towards the goals of providing energy security and providing world class scientific research capability. The Laboratory hosts experimental facilities used by multi-institutional research teams and also sends researchers and specialized equipment to other fusion facilities in the U.S. and abroad.

PPPL also supports and participates in ITER, which is being constructed in Cadarache, France. ITER will be an unprecedented international collaboration of seven partners involved in fusion research worldwide. PPPL will contribute hardware, manpower, and expertise to the ITER International Organization during its construction (ITER Project), and participate in burning plasma experiments on ITER during its operation.

In order to further the Government's policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be the primary method of communication from the Government regarding this solicitation. The solicitation, solicitation amendments, responses to questions, and other official communications from the Government will be posted on IIPS. An information library regarding the solicitation is located at URL http://rfpppl.sc.energy.gov/. Offerors are responsible for checking IIPS and the information library website frequently for information, notices, and updates regarding this solicitation.

The objective of the solicitation is to select the Contractor most capable of managing and operating the PPPL programs and facilities. A Source Evaluation Board (SEB) has been established to develop the RFP and to evaluate proposals submitted in response to the RFP. The SEB will conduct its activities in accordance with DOE's regulations and policies. Proposals will be evaluated in accordance with the specific methodology and evaluation criteria set forth in Part IV, Section M of the RFP.

Key features of the procurement include:

Contract Type - DOE will award a single, cost-plus performance-fee management and operating contract to the responsible Offeror whose proposal represents the best value to the Government. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications described in Federal Acquisition Regulations (FAR) 15.306(a)). Therefore, the initial proposal should contain the Offeror's best terms from a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary (Refer to Section L, Provision L.15).

Award Term Incentive - The base term of this contract is five years. The proposed contract contains a non-monetary performance incentive which will allow the selected Offeror to earn up to an additional five years of contract term based on performance (Refer to Section F, Clause F.2).

Fee(s) – DOE anticipates awarding performance fee under this contract. The total available fee pool for this contract for the five-year contract term shall not exceed $9.3 Million. Offerors must propose a maximum performance fee for each fiscal year set forth in Section B, Clause B.3(b) and B.3(c) which does not exceed the maximum annual performance fee of $1.860 Million. See Section L., Provision L.9(c). All performance fee will be "at risk," with no base fee allowed. No fee is payable for the Contractor's performance of any transition activities.

Separate Entity – The work performed under this Contract shall be by a separate entity, either an autonomous organization or an identifiable separate operating unit of a parent organization. The separate entity, whether a new corporate or legal entity formed solely to perform this contract or as a qualifying part of an existing legal or corporate entity, must be set up solely to perform this Contract and shall be totally responsible for all Contract activities.

Environment Safety and Health – Safe accomplishment of the work and protection of human health and the environment are of primary importance as indicated in the Statement of Work and Evaluation Criteria. An Integrated Safety Management System is required and shall flow down to subcontractors.

Employee Retention, Compensation and Benefits – Subject to appropriation of the requisite funding, the selected Offeror will be required to offer employment to all transitioning employees in "Regular" or "Term" appointments and who are in good standing as of the date of contract award. The selected Offeror will not be required to offer employment to the incumbent Laboratory Director, Deputy Laboratory Director, and Chief Scientist as of the end of the current contract term.

The selected Offeror shall provide equivalent pay and comparable benefits to incumbent employees. All non-incumbent employees shall receive an overall benefit package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the selected Offeror recruits its employees. The Contractor shall become plan sponsor of pension and other benefit plans, including post-retirement benefit plans (PRBs), as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The selected Offeror will establish a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.

Bargaining Agreements - The selected Offeror will be expected to provide employment terms and conditions consistent with those provided under the current agreements until bargaining unit employees electing to organize have transitioned to new collective bargaining agreements.

Small Business Plan – Offerors are required to submit an acceptable Small Business Subcontracting Plan with their offer. For purposes of the Offerors' development of the Small Business Subcontracting Plan, the current contractor's Small Business Subcontracting Plan is available on the PPPL SEB webpage. Each Offeror is encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan. The Small Business Subcontracting Plan shall be submitted as part of Volume I. (Refer to Section L, Provisions L.1(c) and L.12 and Section J, Attachment J.8).

Transition Plan – Offerors are required to provide a transition plan covering a phase-in period of a maximum of two months prior to assuming responsibility for the management and operation of PPPL. This plan should address specific steps necessary to assume full responsibility for management and operation of PPPL as of 12:01 A.M., March 1, 2009. (Refer to Section H, Clause H.35 and Section L, Provisions L.6).

Transition Cost – Offerors are required to submit a cost proposal for all transition activities in the format described in Section L, Appendix 3. The transition period will be on a cost-reimbursement (no-fee) basis, subject to the cost principles of FAR 31 and Department of Energy Acquisition Regulations (DEAR) Part 931, and limited to the amount specified in the Offeror's transition cost proposal. (Refer to Section B, Clause B.3; Section H, Clause H.35; and Section L, Provision L.9).

Evaluation Criteria – The RFP describes the criteria DOE will use in selecting a successful future contractor. The Capabilities and Approach Proposal, which consists of two elements, the oral presentation and a written submittal, shall be numerically rated using the criteria in the Section M provision, "Capabilities and Approach Criteria." Cost and Fee Proposals will be evaluated for cost reasonableness and realism in accordance with FAR 15.404. The Capabilities and Approach Criteria combined are significantly more important than Cost and Fee Criteria. (Refer to Section M and Section L, Provisions L.2-L.8).

Pre-proposal Conference and Site Tours. A pre-proposal conference may be scheduled within 30 days of release of the RFP. If a decision is made to hold a pre-proposal conference, the specific date, time and location will be posted on the RFP information library. (Refer to Section L, Provision L.41 and Provision L.42).

Site Tours. Prospective offerors interested in attending a site tour must register with the SEB's Executive Secretary, Lisa Rogers at lisa.rogers@ch.doe.gov by July 23, 2008. Based on the volume of requests received, the SEB will determine whether or not to hold a site tour. Additional information will be posted on the information library website and IIPS at a later date. (Refer to Section L, Provision L.42).

Proposal Due Date. Proposals, and any modifications or revisions, will be due approximately sixty (60) days after the release of the RFP, e.g., September 8, 2008, by 4:30 p.m., Central Standard Time. Proposals may be submitted in writing or electronically through IIPS. Instructions for submission of proposals are located in Section L. Late proposals, modifications, and withdrawals will be treated in accordance with Provision L.15 - FAR 52.215-1 – Instructions to Offerors – Competitive Acquisition (Jan 2004). (Refer to Section L, Provision L.14).

Oral Presentations. All Offerors are required to make oral presentations to the SEB approximately two weeks after submission of proposals; tentatively scheduled for the week of September 22, 2008. The SEB will schedule the oral presentations via lottery and will notify each Offeror, within five working days after the date for receipt of proposals, of the date and time of its oral presentation. The oral presentation will be held at a location on the site of the DOE Chicago Office, 9800 South Cass Avenue, Argonne, IL, 60439. The Government reserves the right to reschedule the oral presentation at its discretion, and the Government shall not consider requests to reschedule the oral presentation except in extenuating circumstances. Evaluation of proposals will be based on both the written information and the oral presentation (Refer to Section L, Provision L.10).

The Government will evaluate cost proposals for reasonableness and realism and will consider transition period costs and the Key Personnel's annual compensation costs for the first year. A contract will be awarded to the responsible Offeror whose proposal represents the best value to the Government. (Refer to Sections M.9 and M.10).

Your interest in the U.S. Department of Energy's requirement is appreciated.

Sincerely,

James R. Bieschke, Chairman
Source Evaluation Board

Enclosures:
RFP DE-RP02-08CH11466

ATTACHMENT J.8

APPENDIX H

SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN

Applicable to the Operation of
PPPL

Contract No. DE-AC02-09CH11466

SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

_____

Solicitation or Contract Number: _____

Item/Service: _____

Total Amount of Contract (Including Options) $ _____

Period of Contract Performance (DAY, MO. & YR.) 03/01/09 – 09/30/09

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is Applicable. Further, the use of this model is not intended to waiver other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT," means any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies or services required for performance of the contract, contract modification, or subcontract.