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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 001
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY Source Evaluation Board, TWRS Privatization
U.S. Department of Energy
Richland Operations Office
PO Box 550, MSIN K6-51
Richland, WA 99352
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
9A. AMENDMENT OF SOLICITATION NO. DE-RP06-96RL-13308
9B. DATED (SEE ITEM 11) 2/20/96
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

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 [X] 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 3 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 THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) 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)
TITLE: Tank Waste Remediation System (TWRS) Privatization

This amendment provides for the following changes, corrections, or revisions to the solicitation (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) P.E. Rasmussen
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED 3/15/96
16C. DATE SIGNED 3/15/96

**TWRS Privatization Request for Proposals  
DE-RP06-96RL13308**

**Amendment No. 001**

**Summary of Page Changes**

<u>PAGE</u>	<u>APPLICABLE SECTION</u>
C-3	Section C.2.b
C-4	Section C.2.b.3
C-4	Section C.2.b
C-8	Section C.4.b.1)(c)
C-9	Section C.4.b.2)(a)
C-9	Section C.4.b.2)(b)
C-11	Table 4-2
C-16	Standard 2, paragraph f.8)
C-16	Standard 2, paragraph f.9)
C-17	Standard 2, paragraphs b and c
C-18	Standard 3, paragraph b.5)
C-18 & 19	Standard 3
C-19	Table S3-1
C-23	Standard 4, Table S4-1
C-24	Standard 4, para c.3)(b)(2)
C-29	Standard 6, para b.5)
C-36	Specification 1, Sections 1.2.2.2.1 and 1.2.2.3.1
C-48	Specification 3, Section 3.1
C-54	Specification 6, Section 6.1
C-56	Specification 7, Section 7.2
C-57	Specification 7, Table TS-7.1
C-63	Specification 9, Section 9.1
C-64	Specification 9, Section 9.2.2.6
C-64	Table TS-9.1
C-66	Specification 10, Section 10.2.2.1
C-88	Interface Description 16
C-88	Interface Description 16
C-95	Interface Description 21
E-1	Interim Acceptance
E-1	Final Acceptance
E-2	Non-Conforming Product
H-6	Clause H.9
H-27	Clause H-27

PAGE            APPLICABLE SECTION

I-1	Table I-1
I-1	Table I-1
L-2	Section L-2
L-14	Section L-7
L-21 & 22	Section L-14
L-36	Attachment 6
M-1	Paragraph M.1

**TWRS Privatization Request for Proposals  
DE-RP06-96RL13308**

**Amendment No. 001**

I. Under Section C, *Statement of Work*:

1. Page C-3, Section C.2, *Interactions with the Contractor*, paragraph b, delete the third paragraph on the page and insert the following:

The Contractor shall establish the three IPTs described below and provide the necessary Contractor staff, administrative services, and technical support for each IPT. The initial meeting of each IPT will be chaired by DOE to facilitate formation of the IPT and to establish working relationships among the Contractor and other IPT members; each IPT will establish its internal processes including the responsibility for chairing meetings. The Contractor may propose other IPTs, if deemed necessary, to implement the IPPD approach.

2. Page C-4, Section C.2.b.3), *Interface IPT*, delete the third paragraph.
3. Page C-4, Section C.2, *Interactions with the Contractor*, paragraph b, insert the following stand-alone paragraph (distinct from Section C.2.b.3):

DOE will use each IPT as a primary method to formally communicate information critical to the Contractor's success: regulatory framework, site requirements and interface information, Hanford Site operational constraints, and identification of potential problem areas. DOE may convene and chair IPT meetings with all privatization Contractors in attendance to enhance the communication of common information; the business sensitive or proprietary information of a single Contractor will be protected during these meetings.

4. Page C-8, Section C.4, *Description of Services and Deliverables*, paragraph b, delete paragraph 1)(c) and insert the following:

(c) Determine the degree of *Entrained Solids*, <sup>137</sup>*Cesium*, <sup>99</sup>*Technetium*, and <sup>90</sup>*Strontium and Transuranics* removal required to comply with the requirements of Specification 2, *Immobilized Low-Activity Waste*, and separate waste into low-activity and high-level fractions;

5. Page C-9, Section C.4, *Description of Services and Deliverables*, paragraph b, delete paragraph 2)(a) and insert the following:

- (a) Receive batches of the HLW feed described in Specification 8, *High-Level Waste Envelope Definition*, into a Contractor-provided transfer system, tank, and facility;
6. Page C-9, Section C.4, *Description of Services and Deliverables*, paragraph b, delete paragraph 2)(b) and insert the following two paragraphs:
- (b) Treat and immobilize the HLW feed and the <sup>137</sup>Cesium, <sup>99</sup>Technetium, and <sup>90</sup>Strontium and Transuranics in the high-level fraction, and deliver the final waste products described in Specification 1, *Immobilized High-Level Waste*; and
  - (c) Return the Entrained Solids as an intermediate waste product, and do not return the other intermediate waste products: <sup>137</sup>Cesium, <sup>99</sup>Technetium, and <sup>90</sup>Strontium and Transuranics.
7. Page C-11, Table 4-2, *Part B Deliverables - CLIN 003 AND CLIN 004*, Items No. B-5 and B-6, delete the references to Specifications 9 and 10 in the Standard/Reference Column.
8. Page C-16, Standard 2, *Technical Report*, delete paragraph f.8) and insert the following:
- 8) If HLW services are included in the Contract, the capability to receive expanded compositional range of selected constituents in the waste envelopes (see Section J, Attachment 2, *Expanded Design Basis for High-Level Waste Processing*, paragraph a.).
9. Page C-16, Standard 2, *Technical Report*, paragraph f., insert the following after the new paragraph f.8), see number 8 above:
- 9) If HLW services are included in the Contract, the capability to treat and immobilize the HLW feed and the Entrained Solids removed from the LAW feed envelopes in the final waste products described in Specification 1, *Immobilized High-Level Waste* (no intermediate waste products would be returned to DOE under this case).
10. Page C-17, Standard 2, *Technical Report*, delete paragraphs b. and c. and insert the following two paragraphs and a new footnote:
- b. Test results that demonstrate the performance of:
    - 1) Separations processes for Entrained Solids, <sup>137</sup>Cesium, <sup>99</sup>Technetium, and <sup>90</sup>Strontium and Transuranics;
    - 2) Conversion of <sup>137</sup>Cesium to an intermediate waste product; and

## 3) Final waste products.

Intermediate and final waste product performance shall comply with the testing and analysis requirements defined in Table S3-1, *Qualification and Verification*, Part A Qualification Requirements (see Standard 3, *Waste Products and Secondary Wastes*). Simulant validity shall be demonstrated if simulants are used.

The test results for Waste Envelopes A, B, and C shall identify the quantity and distribution of all materials that are present in amounts greater than 1 mg/liter or 1.0E-6 Curies(Ci)/liter.

If HLW services are included in the Contract, the test results for Waste Envelope D shall identify the quantity and distribution of all materials that are present in amounts greater than 1.0E-2 weight percent or 2.0E-5 Ci/gram.

- c. Results of testing conducted on final products using simulants or waste envelope samples including the following, which must use waste envelope samples:
- 1) Testing with waste envelope samples is required for product waste loading, product composition, and product performance;<sup>1</sup>
  - 2) For the Immobilized Low-Activity Waste product, Specification 2 requirements established in Sections 2.2.2.6, 2.2.2.7, 2.2.2.8, 2.2.2.17, 2.2.2.20, and 2.2.2.21 shall be performed with waste envelope samples; and
  - 3) For the Immobilized High-Level Waste Product, Specification 1 requirements established for the Product Consistency Test and compositional requirements in the WASRD (for borosilicate glass waste forms), or requirements established in Section 1.2.2.3.2 (for waste forms other than borosilicate glass), shall be performed with waste envelope samples.

<sup>1</sup> DOE will make available to the Contractor up to ten 125 ml samples of Waste Envelopes A, B, and C; and if included in this Contract, two 50 gram dried samples of Waste Envelope D. Samples will be sent to a location of the Contractor's choice. Liquid samples will be sent in a DOT 7A Type A Hedgehog package; dried samples will be sent in a Nu Pac PAS-1 cask (shielded cask certified by the Nuclear Regulatory Commission (USA/9184/B(U))).

11. Page C-18, Standard 3, *Waste Products and Secondary Wastes*, delete paragraph b.5) and insert the following:

- 5) For the intermediate and final waste products included in this Contract, the results for each proposed product using the requirements shown in Table S3-1, *Qualification and Verification*.

12. Pages C-18 and C-19, Standard 3, *Waste Products and Secondary Wastes*; delete the last paragraph and the footnote on Page C-18, and the first paragraph on Page C-19.
13. Page C-19, Table S3-1, *Qualification and Verification*, delete "A,T" from the Part A Qualification Requirements column for *Transport Characteristics*, and insert the following:
 

A
14. Page C-23, Standard 4, Table S4-1, *Radiological, Nuclear, and Process Safety Deliverables for Part A and Part B*, insert the following:
  - Reference to Note 5 after *Quality Assurance Program* in the Standards Approval row, Deliverable column
  - Note 5 at the bottom of Table S4-1 under Notes:
    5. An initial Quality Assurance Program that supports performance of Part A activities shall be submitted 45 days after Contract award (based on existing Contractor systems wherever possible); the DOE Regulatory Unit will provide comment within 15 days of submission.
15. Page C-24, Standard 4, *Safety, Health and Environmental Program*, paragraph c.3)(b)(2), delete the last sentence on the page and insert the following:
 

During Part A, the Contractor shall prepare the permit application(s): 1) in accordance with the requirements of WAC 173-303-806, and 2) consistent with the level of technical information required by the Contract for Part A.
16. Page C-29, Standard 6, *Business and Finance Plan*, delete paragraph b.5) and insert the following:
  - 5) Project pro-forma (statements of revenue and expenses) detailing the projected revenues and expenses of the project, contributions to reserve funds and cash available for debt service, projected debt service and debt coverage ratios and cash available for distribution. In addition, provide a discussion of debt financing structure reflecting the proposed debt coverage ratios.
17. Page C-36, Specification 1, *Immobilized High-Level Waste*, Sections 1.2.2.2.1 and 1.2.2.3.1, insert the following phrase after the word "components" in the first sentence of each referenced Section:

in Waste Envelope D

18. Page C-48, Specification 3, *Entrained Solids*, Section 3.1, delete the first paragraph and insert the following:
- 3.1 Scope: This *Specification* defines the requirements for the *Entrained Solids* product, one of the intermediate waste products identified in Section C.4 of this *Statement of Work*. The separated Entrained Solids product may be mixed with the <sup>90</sup>Sr and Transuranics (<sup>90</sup>Sr/TRU) product if the Contractor does not provide High-Level Waste services under this Contract.
19. Page C-54, Specification 6, *<sup>90</sup>Strontium and Transuranics*, Section 6.1, delete the first paragraph and insert the following:
- 6.1 Scope: This *Specification* defines the requirements for the *<sup>90</sup>Strontium and Transuranics* (<sup>90</sup>Sr/TRU) product, one of the intermediate waste products identified in Section C.4 of this *Statement of Work*. DOE will not accept the <sup>90</sup>Sr/TRU product if High-Level Waste services are provided under this Contract. The separated <sup>90</sup>Strontium and Transuranics (<sup>90</sup>Sr/TRU) product may be mixed with the Entrained Solids product if the Contractor does not provide High-Level Waste services under this Contract.
20. Page C-56, Specification 7, *Low-Activity Waste Envelopes Definition*, Section 7.2, delete the third sentence and insert the following:

The insoluble solids fraction will not exceed 5 volume % of the waste transferred as Waste Envelopes A, B, and C.

21. Page C-57, Specification 7, *Low-Activity Waste Envelopes Definition*, delete the continued portion of Table TS-7.1 and insert the following:

**Table TS-7.1 LAW Chemical Composition<sup>1</sup> (Continued)**

Chemical Analyte	Maximum Ratio, analyte (mole) to sodium (mole)		
	Envelope A	Envelope B	Envelope C
OH	7.0E-01	7.0E-01	7.0E-01
Pb	6.8E-04	6.8E-04	6.8E-04
PO <sub>4</sub>	3.8E-02	1.3E-01	3.8E-02
SO <sub>4</sub>	9.7E-03	7.0E-02	9.7E-03
TIC	3.0E-01	3.0E-01	3.0E-01
TOC <sup>2</sup>	6.0E-02	6.0E-02	5.0E-01
U	1.2E-03	1.2E-03	1.2E-03

Notes:

- <sup>1</sup> Shading highlights differences among the three LAW envelopes.  
<sup>2</sup> For each atom of Carbon in TOC.

22. Page C-63, Specification 9, *Liquids or Slurries Transferred to DOE by Pipeline or Liquid Transport Cask*, Section 9.1, delete the last sentence and insert the following:

DOE will not accept the <sup>99</sup>Tc and <sup>90</sup>Sr/TRU intermediate waste products if High-Level Waste Services are provided under this Contract.

23. Page C-64, Specification 9, *Liquids or Slurries Transferred to DOE by Pipeline or Liquid Transport Cask*, delete Section 9.2.2.6 and insert the following:

9.2.2.6 **Physical Parameters:** The Contractor shall determine and report the specific gravity, viscosity, solids content, pH, and temperature of the product at the time of transfer to DOE in the *Products and Secondary Wastes Plan*. Procedure 2450F, *Settleable Solids*, from *Standard Methods for the Examination of Water and Wastewater* (see Section J, Attachment 1, *List of Request for Proposals References*), shall be used to determine the volume of solids in the liquid or slurry. The product shall meet the requirements shown in Table TS-9.1.

24. Page C-64, Table TS-9.1, *Physical Requirements for Liquids or Slurries Transferred to DOE*, delete the second sentence of Note 2.
25. Page C-66, Specification 10, *Limitations on Returned Intermediate Waste Products Affecting Immobilized High-Level Waste Product Quantity*, Section 10.2.2.1, Limitation 1, delete "5 kilograms" and insert the following:
- 10 kilograms
26. Page C-88, Interface Description 16, *<sup>90</sup>Strontium/Transuranics/Entrained Solids*, Interface Definition, delete the last sentence.
27. Page C-88, Interface Description 16, *<sup>90</sup>Strontium/Transuranics/Entrained Solids*, add the following item to the list of Contractor responsibilities:
- 5) Provide a transfer line from a point of connection with the DOE transfer system (adjacent to the AP Tank Farm) to the Contractor's facility.
28. Page C-95, Interface Description 21, *Waste Feed Tanks*, add the following item to the list of Contractor responsibilities:
- 14) Minimize mixing or blending of different waste envelopes.

II. Under Section E, *Inspection and Acceptance*:

29. Page E-1, delete the Section *Interim Acceptance* and insert the following:

Interim Acceptance

Product will be accepted on an interim basis when the Contractor has submitted the following required documentation: 1) objective evidence for the results of analysis, testing, inspection, and demonstration that are defined in Table S3-1, *Qualification and Verification*, Part B Verification Requirements, and required by the *Products and Secondary Wastes Plan* (see Standard 3, *Waste Products and Secondary Wastes*); and 2) certification that the product complies with Contract requirements.

Interim acceptance will be determined by the Contracting Officer within 15 working days of receipt of all required documentation described above.

30. Page E-1, delete the Section *Final Acceptance* and insert the following:

Final Acceptance

Final acceptance of product will be made on a lot basis. The lot size shall be defined by the Contractor subject to the following limitations: 1) for Waste Envelopes A, B, and C, the lot size shall not exceed the amount of product that is produced from a single batch transfer of a waste envelope (*see Clause H.9, Ordering and Contract Order Quantities*); and 2) for Waste Envelope D, the lot size shall not exceed the product quantity that results from six months of waste treatment services.

Final acceptance will be determined by the Contracting Officer within 90 working days after the Contractor has submitted all required documentation described under Interim Acceptance for all product in the lot.

DOE reserves the right at any time to: 1) verify Contractor submitted documentation, and 2) verify product compliance with Contract requirements. Verification methods used by DOE include, but are not limited to, independent inspection, review of operating records, or independent sampling and analysis of product. Upon request by DOE, the Contractor shall provide representative product samples.

If it is subsequently determined that waste treatment services have not been performed as required by the Contract, or if waste envelope materials cannot be accounted for, DOE may revoke any interim or final acceptance and require refund of any payments made.

31. Page E-2, insert the following new Section:

Non-Conforming Product

In the event that the Contracting Officer identifies a product as non-conforming, the Contractor shall develop and implement a corrective action plan for the non-conforming product and a plan to correct and prevent recurrence of the non-conforming condition.

If DOE agrees that the Contractor cannot reasonably correct the non-conforming condition, the Contractor shall submit to DOE the analyses required to demonstrate that the non-conforming condition present in the product will not affect safe interim storage, ultimate disposal, or required re-work of the non-conforming product.

If the Contractor's analyses described above are acceptable to DOE, DOE may agree to take possession of the non-conforming product, subject to whatever rights DOE has under the Contract.

III. Under Section H, *Special Contract Requirements*:

32. Page H-6, Clause H.9, *Ordering and Contract Order Quantities*, delete paragraph d.2) and insert the following:

The maximum order quantity is 465 metric tons of waste oxides exclusive of sodium and silicon.

33. Page H-27, Clause H.27, *Radiological, Nuclear, and Process Safety Regulation*, paragraph b., delete "FAR 52.212-13" and insert the following:

FAR 52.242-15

IV. Under Section I, *Contract Clauses*:

34. Page I-1, Table I-1, delete the Stop Work Order document number "FAR 52.212-15" and insert the following:

FAR 52.242.15

35. Page I-1, Table I-1, delete the Government Delay of Work document number "FAR 52.212-17" and insert the following:

FAR 52.242-17

V. Under Section L, *Instructions, Conditions and Notices to Offerors*:

36. Page L-2, Section L.2, *Proposal Content/Submittal Data*, paragraph a.1) delete "April 15, 1996" and insert the following:

May 10, 1996

37. Page L-14, Section L.7, *Proposal Preparation Instructions -- Volume IV - Business Proposal*, delete paragraph a.1)(c) and insert the following:

- (c) A complete description of the plan for financing each phase of the project, including equity funding approach, proposed senior debt financing, uses of tax-exempt financing, if any, and if applicable, use of subordinate debt. The Finance Plan should discuss the levels of financial guarantees, the use of letters of credit, and if applicable, performance bonding and warranties.

As part of the Finance Plan, include a statement of sources and uses of funds (Part A and Part B), and a project pro-forma detailing the projected revenues and expenses of the project, contributions to reserve funds and cash available for debt service, projected debt service, debt coverage ratios, and cash available for distribution (Part B). The Plan should cover the following:

- Permit application and technical report
- Permitting and detailed design effort
- Construction
- Operation
- Deactivation

38. Pages L-21 and L-22, Section L.14, *Time, Date, and Place Proposals are Due*, delete "April 15, 1996" and insert the following:

May 10, 1996,

39. Page L-36, Attachment 6, *Availability of Information*, Footnote 2, delete "Windows Reference Manager" and insert the following:

Reference Manager<sup>®</sup>, Version 7 for Windows

VI. Under Section M, *Evaluation Factors for Award*:

40. Page M-1, paragraph M.1, *Introduction*, first sentence, delete the repeated phrase "may award one or more contracts" and insert the following:

may award none, one, or more contracts