

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE April 22, 2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE U.S. Department of Energy Office of Science		7. ADMINISTERED BY (If other than Item 6) Code			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  To All Prospective Offerors			<input checked="" type="checkbox"/>	9.A. AMENDMENT OF SOLICITATION NO. DE-SOL-0006266	
				9.B. DATED (SEE ITEM 11) March 20, 2014	
				10.A. MODIFICATION OF Contract/Order NO.	
				10.B. 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  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.)

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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) Evelyn Landini, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>Evelyn Landini</i> (Signature of Contracting Officer)	16C. DATE SIGNED 04/22/2014
_____ (Signature of person authorized to sign)			

14. DESCRIPTION OF AMENDMENT/MODIFICATION

a. Part I, Section H, Clause H.19 – SEPARATE ENTITY AND CORPORATE GUARANTEE. This clause is hereby revised to read as follows:

- (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.
- (b) If the Contractor forms a new or is an existing separate corporate or legal entity from its parent organization(s) that entity shall be dedicated solely to perform the work under this contract, the new or existing 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 Section L, Appendix 3 entitled “Performance Guarantee”. If the Contractor is a joint venture, newly-formed or existing Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship proposed for the purpose of this procurement, the parent companies of all the entities forming the entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor.
  - (2) In the event any of the signatories of 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.

b. Part IV, Section L, Provision L.1 – INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS AND UNIFORM CONTRACT. The definition of “Offeror” is hereby revised to read as follows:

“Offeror” means the single legal entity submitting the offer. As reflected in the Section H Clause entitled “Separate Entity and Corporate Guarantee”, the entity may be a corporation, a joint venture, a limited liability corporation, a limited liability partnership, or any other legal entity proposed for this contract. For purposes of this RFP, the word “Contractor” means the same as the word “Offeror”.

END OF AMENDMENT