

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 8	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE 07/15/2011		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NNSA Service Center U.S. Department of Energy Office of Business Services P.O. Box 5400 Albuquerque NM 87185-5400		CODE 05001		5. PROJECT NO. (If applicable)	
				7. ADMINISTERED BY (If other than Item 6) NNSA Service Center U.S. Department of Energy Office of Business Services P.O. Box 5400 Albuquerque NM 87185-5400	
				CODE 05001	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0002014	
		x		9B. DATED (SEE ITEM 11) 06/11/2011	
				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 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 ACKNOWLEDGEMENT 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 ONLY APPLIES TO MODIFICATION 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.)

Period of Performance: 10/01/2011 to 09/30/2016

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)	
		Larry P. Veltman	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	07/15/2011

CONTRACT SPECIALIST

LARRY VELTMAN

United States Department of Energy
NNSA Business Services Division
Attn: Larry Veltman, Bldg 388 / FAB/SSS
P. O. Box 5400
Albuquerque, NM 87185-5400

Phone: 505-845-4847
EMail: larry.veltman@nnsa.doe.gov

AMENDMENT 003

RFP DE-SOL-0002014 (DE-RP52-11NA79831) is amended as follows:

1. Page 2 of 89 (Optional Form 336) is deleted in its entirety and is non-applicable. As a result, subsequent pages will be renumbered accordingly.
2. Section B, Clause NNS-B-1012 TOTAL COST AND CEILING PRICE (JUN 2011): Paragraphs (a) and (b) are revised to include indirect costs as follows:

Paragraph a) Total Cost: Change second full sentence:

FROM: If at any time, the Contractor has reason to believe that the hourly rate payments and Other Direct Costs that will accrue....

TO: If at any time, the Contractor has reason to believe that the hourly rate payments and other direct and indirect costs that will accrue....

Paragraph (b) Ceiling Price: Change second full sentence:

FROM: When and to the extent that the ceiling price(s) set forth in the Schedule or CLINs have been increased, any hours expended and Other Direct Costs by the Contractor in excess of the applicable ceiling price before the increase shall be allowable to the same extent as if the hours expended and Other Direct Costs had been incurred....

TO: When and to the extent that the ceiling price(s) set forth in the Schedule or CLINs have been increased, any hours expended and other direct and indirect costs by the Contractor in excess of the applicable ceiling price before the increase shall be allowable to the same extent as if the hours expended and other direct and indirect costs had been incurred....

3. Section G, Clause NNS-G-1002 BILLING INSTRUCTIONS - MODIFIED COST-REIMBURSEMENT CONTRACT (Mar 2011): Paragraph (b)(5) is changed as follows:

FROM: Claimed defined benefit pension plan and post retirement benefit contributions accrued under the previous contract must be separately identified (and preapproved by the contracting officer) under "Other Direct Costs".

TO: Claimed defined benefit pension plan contributions accrued under the previous contract must be separately identified (and preapproved by the Contracting Officer) under "Other Direct Costs"

4. Section G, Clause NNS-G-1003 CONTRACTING OFFICER AND CONTRACT SPECIALIST INFORMATION (JUN 2011): The mailing address is changed as follows:

FROM:
NNSA/OBS/FAD
P.O. Box 5400
Pennsylvania & H Street, Bldg. 20388
KAFB, NM 87116

TO:
NNSA/BSO/FAB/SSS
P.O. Box 5400
Pennsylvania & H Street, Bldg. 20388
Kirtland AFB
Albuquerque, New Mexico 87185-5400

5. Section H, Clause DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS (NOV 2009) (TAILORED): Delete the words, "(insert attachment number)" from this clause.

6. Section H, Clause DOE-H-1020 OPTIONS TO THE CONTRACT (NOV 2009) (TAILORED): Under Option II - delete the words "(Enter option number, change in period of performance, change in estimated cost, fee and total. Repeat for each option.)" from this clause.

7. Section H, Clause NNS-H-1026: Is replaced in its entirety to incorporate Employee Benefits Value Studies and other administrative changes and is attached.

8. The following clause are added to Section H:

NNS-H-1035 NONDISPLACEMENT OF QUALIFIED WORKERS (Jul 2011)

(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working

under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States."

(End of clause)

9. Section I, FAR Clause 52.216-7 - Allowable Cost and Payment (DEC 2002) (Deviation), Paragraphs (b)(1)(i), Paragraph (b)(1)(ii)(C), and Paragraph (b)(1)(ii)(F) are changed as follows:

Paragraphs (b)(1)(i): Delete in their entirety. Replace as follows:

ADD: (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Labor costs, which are pre-determined, non-fee-bearing fixed hourly labor billing rates, inclusive of all direct labor and labor-related indirect costs except amounts specified as Other Direct Costs in clause NNS-H-1026, for Prime and Subcontractor labor that meet the labor category qualifications of the labor categories specified in the contract, substantiated by time-keeping records and actual payment, and all those recorded costs, excluding the aforementioned fixed hourly rates, that at the time of reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items purchased or services purchased directly for the contract.

Paragraph (b)(1)(ii)(C): Delete the word, "Reimbursable" as follows:

FROM: (C) Allowable Other Direct *Reimbursable* Costs identified in clause NNS-H-1026, Work Force Transition, Management, Pay and Benefits;

TO: (C) Allowable Other Direct Costs identified in clause NNS-H-1026, Work Force Transition, Management, Pay and Benefits;

Paragraph (b)(1)(ii)(F): Change as follows:

FROM: (F) Properly allocable and allowable indirect costs associated with allowable direct costs, exclusive of *direct* labor, as shown in records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

TO: (F) Properly allocable and allowable indirect costs associated with allowable direct costs, exclusive of labor, as shown in records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

10. Section I, Clauses by Reference: Add the following clause:

ADD: FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999).

11. Section I, Clauses by Full Text: FAR 52.252-4, Alterations in Contract (APR 1984): Delete the information pertaining to FAR 52.216-7 and replace with the following verbiage: FAR 52.216-7 -

SCHEDULE OF CHANGES

Allowable Cost and Payment (Dec 2002) is replaced in its entirety by FAR 52.216-7 - Allowable Cost and Payment (Dec 2002) (Deviation) (May 2011).

12. Section J, Attachment J-4. Delete SCA Wage Determination Number 2005-2331, Revision 10 dated June 15, 2010 and add Revision 11, dated June 13, 2011.

ADD: SCA Wage Determination Number 2005-2331, Rev 11, June 13, 2011.

13. Section J, Attachment J-6: Replaced in its entirety to remove "post retirement benefit contributions" from Explanatory Note No. 3.

14. Section J, Attachment J-12: Cost Tables (a) - (f) are deleted from Attachment J-12 and are incorporated into Section L as Attachment L-9 and are to be utilized for proposal purposes. Attachment J-12 is replaced in its entirety with a revised version dated 11 July 2011, attached.

15. Section L, Provision 52.233-2 Service of Protest (SEP 2006): Change Contracting Officer mailing address as follows:

FROM:

Department of Energy
National Nuclear Security Administration
Service Center Office of Business Services

TO:

Department of Energy
National Nuclear Security Administration
Business Services Division
Field Acquisition Branch
Supplies and Services Section

16. Section L, Provision DOE-L-1001 QUESTIONS CONCERNING THIS SOLICITATION (NOV 2009) (TAILORED). Delete Paragraph (a) in its entirety and replace as follows:

ADD: Questions concerning only Clauses NNS-H-1026 - Work Force Transition, Management, Pay and Benefits (May 2011) and NNS-H-1035 - Nondisplacement of Qualified Workers (July 2011) resulting from Amendment No. 003 to this solicitation must be submitted via Fed Connect on the website at: <https://www.fedconnect.net/fedconnect>, no later than July 20, 2011 to allow a reply to reach all prospective offerors before the submission of their proposals. Offerors are advised that the Government reserves the right not to consider questions received after July 20, 2011, but may do so at its discretion. Offerors are also advised that the Government will not consider any question other than those specific to the aforementioned H-Clauses.

17. Section L, Provision NNS-L-1000 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (APR 2011). Change the proposal submission date via FedConnect in Paragraph (a) and the hard copy submission date in Paragraph (c) to extend the proposal due dates and to have both electronic Fed Connect submissions and hard copy submission due on the same date (the 5:00 PM Mountain time submission time is left unchanged) as follows:

Paragraph (a):

FROM: July 13, 2011

TO: July 28, 2011

Paragraph (c):

FROM: July 14, 2011

TO: July 28, 2011

The mailing address is changed from Service Center Office of Business Services to now read: Business Services Division, Field Acquisition Branch, Supplies and Services Section.

18. Section L, Provision - NNS-L-1001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (NOV 2009) (TAILORED). Change Paragraphs (c), (g), and (g)(1) as follows:

Paragraph (c): Delete the sentence, "All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number."

Paragraphs (g) and (g)(1): Delete in their entirety. Replace as follows:

ADD: (g) Page Description. This is applicable to Volume II only.

(1) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheets, charts, tables, diagrams or design drawings. For text pages, page margins shall be a minimum of one inch at the top, bottom and each side. The only information that may be displayed within these margins are the Offeror's name, the solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate. A font size smaller than that which is described in subparagraph (2) below can be used for this information; however, other text reductions are unacceptable.

19. Section L, Provision NNS-L-1002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS (NOV 2009). Delete in its entirety, as not applicable, Paragraph (e) (1) regarding the requirement to provide duty hours for fill-in information in NNS-H-1005. Subsequent subparagraphs (2) through (6) are renumbered (1) through (5).

20. Section L, Provision NNS-L-1003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II - TECHNICAL AND MANAGEMENT INFORMATION (NOV 2009) (TAILORED). Delete Paragraph (b) (4) (B) in its entirety and replace with the following which has been revised for clarity:

ADD: (B) Attachment L-6 to Section L addresses information on cited safety and health violations and on accidents with injuries and/or fatalities that have occurred within the last five (5) years while the Offeror, its predecessor companies, parent or holding companies (if relevant), all teaming participants, and/or any of its major subcontractors were responsible for providing security services. The Offeror shall complete a separate L-6 form for each contract work in the last five years for which the Offeror provided security services. Injuries reported shall be for both armed and unarmed employees and all information associated with reported accidents with injuries, as per 10 CFR 1904.46 definition of injury, must be submitted, regardless of severity of the injury. Explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information pertinent to the matter. There is no page count limitation for information provided in response to this paragraph (B). A separate binder(s), appropriately labeled, may be used to submit L-6 forms and associated information.

21. Section L, Provision NNS-L-1003(b)(1), TAB 1, Criterion 1, Technical Approach and Staffing Plan Summary is changed to amend the last paragraph entitled, "Staffing Plan Summary." The following sentence is added as the last sentence of this paragraph as follows:

ADD: See Attachment L-8(a) - Informational Staffing Schedule which is provided for informational purposes only and is not to be submitted with the Offeror's proposal.

22. Section L, Provision NNS-L-1004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III-- COST PROPOSAL (APR 2011). The referenced Attachment L-7 - Cost Proposal Instructions dated 19 May 2011 is deleted and replaced in its entirety to incorporate several changes as follows:

FROM: Attachment L-7 - Cost Proposal Instructions dated 19 May 2011

TO: Attachment L-7 - Cost Proposal Instructions dated 14 July 2011, attached.

23. Section L, Provision NNS-L-1020 - LIST OF SECTION L ATTACHMENTS (APR 2011): Add the following Attachments:

ADD: Attachment L-8(a) - Informational Staffing Schedule

ADD: Attachment L-9 - Supporting Pricing Schedules L-B-1a thru L-B-1f (These schedules were removed from Attachment J-12 (see number 14 above) and are incorporated in Section L as Attachment L-9. These Pricing Schedules are to be completed and submitted with the offeror's proposal.)