

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6) Same as item 6.	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mission Support Alliance, LLC 1981 Snyder Street Richland, WA 99354			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728
				10B. DATED (SEE ITEM 13) 04/28/2009
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 one (1) copy 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 DATA 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 data 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.

(✓)	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.
X	I-103, FAR 52.243-2 Changes – Cost Reimbursement
	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 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

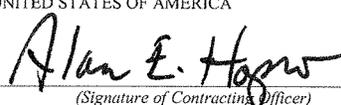
A) In accordance with FAR 52.243-2 Changes – Cost Reimbursement, and mutual agreement, the contract start of Transition date is May 26, 2009. The delivery dates for five items are calculated from the transition start date as listed on page two of this modification.

B) Clause F.1, Period of Performance is modified as shown on page two of this modification to reflect the Transition start date of May 26, 2009.

C) Delete a typographical error and correct wording in clause H.2, Employee Compensation, Pay and Benefits.

D) The requirement in C.3.10, Transition, to perform an initial SAS Conduct an SAS initial survey in accordance with U.S. Department of Energy (DOE) Manual (M) Contractor Requirements Document (CRD) 470.4-1, Safeguards and Security Program Planning and Management is deleted.

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) Elizabeth Lugo, Manager Contract Mgmt	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan E. Hopko
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/18/09
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/24/09

**Delivery dates for the following items are as follows:**

<b>Deliverable Title</b>	<b>Contract Reference / Page</b>	<b>Deliverable Due</b>
Nomination of Classification Officer	C.2.1.1.3 / C-25	June 5, 2009
Adapted Quality Assurance Program	C.3.5 / C-191	June 15, 2009
Human Resource Compensation Plan	H.2(d) / H-3	June 24, 2009
Notification of Five Highly compensated Executives	H.2(g)(2) / H-3	June 24, 2009
Mentor-Protégé Program	H.31(a) / H-37	August 25, 2009

**Section F, Clause F.1, Period of Performance, is changed as follows:**

**from:**

- (a) After Contract award, the Contracting Officer will issue a Contract Notice to Proceed (which may be concurrent with or follow Contract award). The Contractor shall commence work within 10 calendar days after the date of the Notice. The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* and upon completion, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
  - (1) Transition Period – A 90 day period for transition of work from the existing Project Hanford Management Contract (PHMC) (Fluor Hanford, Inc.) to the MSC. The Contracting Officer may direct a change in the MSC transition period or may direct support to the transition of the TOC and PRC;
  - (2) Base Period – Five (5) year performance period (estimated to be October 1, 2008, through September 30, 2013); and
  - (3) Option Period(s) (if exercised) –
    - (i) Option Period 1 is a three (3) year performance period. Option Period 1 (if exercised) will commence at the end of the *Base Period*.
    - (ii) Option Period 2 is a two (2) year performance period. Option Period 2 (if exercised) will commence at the end of Option Period 1.
    - (iii) All options will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.
- (c) The maximum period of performance for the Contract (excluding the *Transition Period*), if extended beyond the *Base Period* of the Contract, shall not exceed ten (10) years.

**to:**

- (a) The Contracting Officer issued a Contract Notice to Proceed on May 12, 2009. The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on May 26, 2009, and upon completion on August 23, 2009, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
  - (1) Transition Period – A 90 day period for transition of work from the existing Project Hanford Management Contract (PHMC) (Fluor Hanford, Inc.) to the MSC. The Contracting Officer may direct a change in the MSC transition period or may direct support to the transition of the TOC and PRC;
  - (2) Base Period – Five (5) year performance period (estimated to be October 1, 2008, through September 30, 2013); and
  - (3) Option Period(s) (if exercised) –
    - (iv) Option Period 1 is a three (3) year performance period. Option Period 1 (if exercised) will commence at the end of the *Base Period*.
    - (v) Option Period 2 is a two (2) year performance period. Option Period 2 (if exercised) will commence at the end of Option Period 1.
    - (vi) All options will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.
- (c) The maximum period of performance for the Contract (excluding the Transition Period), if extended beyond the Base Period of the Contract, shall not exceed ten (10) years.

**On page C-197, delete the fourth bullet which currently reads:**

- Conduct an SAS initial survey in accordance with U.S. Department of Energy (DOE) Manual (M) Contractor Requirements Document (CRD) 470.4-1, *Safeguards and Security Program Planning and Management*.

**In Clause H.2, Employee Compensation: Pay and Benefits, make the following changes:**

- On page H-2, delete --

“Incumbent Employees for the purposes of this Contract are employees who are:

- (1) Based on prior employment and under the terms of the Plans as amended, eligible to participate and accrue benefit service with respect to the HSPP and/or eligible to participate with respect to the HSSP or HEWT, and
- (2) Employed by the Contractor or the Contractor’s teaming subcontractors under this Contract.”

- On page H-2, in paragraph (c), change the word “plan(s)” to “Plan(s).
- On page H-8, in paragraph (k)(1), first sentence, delete the words “continue to”.
- On page H-8, in paragraph (l)(1), first sentence, delete the words “continue to”, and change the word “participation” to “participate”.

**By signature on this modification, the Contractor agrees to the following Contractor’s Statement of Release:**

In consideration of the modification(s) agreed to herein as complete equitable adjustments, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.

**Replacement pages are provided for Sections C, F, and H.**

Boundaries, Constraints, and Interfaces:

The boundaries and constraints include:

- DOE will be responsible for the maintenance and management of the DOE Federal OPSEC and CMPC programs.
- The Contractor classification responsibility shall be limited to documents generated by Hanford contractors, both current and in the past (may be in long-term storage).
- DOE has authority over Contractor-generated information, if the need would occur.

Contractor interfaces: None

Government-Furnished Services and Information: None.

Deliverables:

Deliverable	DOE		Contract Deliverable Due
	Action	Response Time	
Nomination of Classification Officer	Approve	60 days	10 days after <a href="#">Transition start date</a> , and any subsequent nominations
Nomination of Derivative Declassifiers	Approve	60 days	Within 60 days after completion of transition, and any subsequent nominations
Operations Security (OPSEC) Plan	Approve	60 days	Initial (within 60 days subsequent to transition), updated annually in October

**C.2.1.1.4 Personnel Security**

Background:

The Personnel Security function for the Hanford Site involves ~7000 un-cleared badged employees, ~2000 cleared badged employees, ~420 enrolled Human Reliability Program (HRP) personnel, ~500 Workplace Substance Abuse Program (WSAP) personnel, ~120 U.S. Department of Transportation (DOT) personnel, ~300 unclassified Foreign National Visits and Assignments (FNVA) per year, and investigation and processing of ~500 employees per year. The Personnel Security scope of work supports all DOE prime contractors, their subcontractors, and any other lower tier subcontractors at the Hanford Site.

### C.3.5 Quality Assurance

Background:

Contractors are required to implement quality assurance programs that provide confidence that quality is achieved. The Quality Assurance Program shall be implemented using a graded-approach, based on the relative importance of the activity, and the potential consequences of failure. There is a limited amount of safety software requiring stringent quality assurance controls in the scope of the Contract.

General Scope and Outcome:

Quality Assurance programs apply to all contract requirements and are not limited to environment, safety, and health functions. The Contractor shall develop and implement a QAP that complies with 10 CFR 830 Subpart A, *Nuclear Safety Management* and CRD O 414.1C, *Quality Assurance*.

The desired outcome is a Quality Assurance program that ensures that products and services provided or performed by the Contractor are of a high quality and meet or exceed stated requirements.

Detailed Scope and Requirements:

The Contractor shall adapt an existing DOE-RL-approved Quality Assurance Program as an interim Program until the Contractor’s plan is approved and ready for implementation. The adapted program shall be approved by DOE-RL prior to the Contractor performing any work. The Contractor shall maintain the approved program for the life of the Contract. Where projects or programs have quality assurance requirements that are in addition to these base requirements, the requirements shall be addressed in the applicable sections of this Contract. The Contractor shall perform work in compliance with the Contractor-approved Quality Assurance Program.

Boundaries, Constraints and Interfaces: None.

Government-Furnished Services and Information: None.

Deliverables:

Deliverable	DOE		Contract Deliverable Due
	Action	Response Time	
Adapted Quality Assurance Program	Approve	20 days	After <a href="#">Transition start date</a> and prior to commencing/performing work
Contractor Quality Assurance Program	Approve	90 days	270 days

Detailed Scope and Requirements:

*Transition*

During the *Transition Period*, the Contractor shall:

- Submit a *Transition Plan* for DOE approval.
- Perform a due diligence review to
  - Identify any material differences in the systems, structures, waste sites, property, and services described in the Section C, *Statement of Work*, Section J Attachments entitled, *Hanford Site Structures List* and *Hanford Waste Site Assignment List*, and/or as provided by other contractors, and actual conditions. The Contractor shall present a *Statement of Material Differences*.
  - Ensure that all transition activities are identified and completed during the *Transition Period*.
- Develop a protocol that describes the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes/procedures for DOE approval prior to transition. The protocol shall be signed by the MSC and concurred in by the other affected contractor. Any new or future protocols or updates will be submitted to and approved by DOE. The protocol will be recognized as part of the ISMS Description. See Section H Clause entitled, *Hanford Site Services and Interface Requirements Matrix*.
- Create, maintain, and provide a single, integrated *MC&A Plan* for use by Hanford Site contractors performing MC&A activities. Prior to completion of *Transition* and start of *Base Period*.
- Develop a web site with Workers Compensation information and ensure that the web site is made available to employees.
- Conduct a *Readiness Review for Completion of Transition Activities* to complete transition.
- Support DOE in-process verification of Contract transition.
- Provide weekly written transition status reports.
- Establish routine status meetings with DOE and affected contractors to review transition activities and issues.
- Be accountable for all work performed under this Contract at the end of the *Transition Period*.
- Coordinate and cooperate with the TOC, PRC, and other Hanford Site contractors during transition of new contracts.

## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 PERIOD OF PERFORMANCE

- (a) The Contracting Officer issued a Contract Notice to Proceed on May 12, 2009. The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on May 26, 2009, and upon completion on August 23, 2009, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
- (1) Transition Period – A 90 day period for transition of work from the existing Project Hanford Management Contract (PHMC) (Fluor Hanford, Inc.) to the MSC. The Contracting Officer may direct a change in the MSC *transition period* or may direct support to the transition of the TOC and PRC;
  - (2) Base Period – Five (5) year performance period (estimated to be October 1, 2008, through September 30, 2013); and
  - (3) Option Period(s) (if exercised) –
    - (vii) Option Period 1 is a three (3) year performance period. Option Period 1 (if exercised) will commence at the end of the *Base Period*.
    - (viii) Option Period 2 is a two (2) year performance period. Option Period 2 (if exercised) will commence at the end of Option Period 1.
    - (ix) All options will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.
- (c) The maximum period of performance for the Contract (excluding the *Transition Period*), if extended beyond the *Base Period* of the Contract, shall not exceed ten (10) years.

#### F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this Contract shall be the Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

- (3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.
- (4) The Contractor is required in paragraph (m) to offer a market-based package of retirement and medical benefits to Non-Incumbent Employees (as defined in paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."
- (5) It is anticipated that Fluor Hanford, Inc. (FHI), under Contract No. DE-AC06-96RL13200, will assume responsibility for sponsorship, management, and administration of certain pension and other benefit plans that currently are maintained by Fluor Fernald, Inc. under Contract No. DE-AC24-01OH20115 (Legacy Plans).

(b) Incumbent Employees for the purposes of this Contract are employees who:

- (1) Based on prior employment and under the terms of the HSPP, HSSP and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*):
  - (i) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP, and/or,
  - (ii) Are eligible to participate with respect to the HSSP or HEWT; and
- (2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

(c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that Plan(s) for the purposes of this Contract.

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of [Transition start date](#) a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(e) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system *Self-Assessment Plan* consistent with FAR 31.205-6 and DEAR 970.3102-05-6, *Compensation for Personal Services* ("Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented *Human Resources Compensation Plan* as approved by the Contracting Officer.

(f) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(g) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An *Annual Contractor Salary-Wage Increase Expenditure Report* to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) [Within 30 days of Transition start date](#), a list of the top five (5) most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
- (3) An *Annual Report of Contractor Expenditures for Employee Supplemental Compensation* through the DOE Workforce Information System (WFIS), compensation and benefits module no later than March 1 of each year.
- (4) A performance self-assessment of the Total Compensation System

- (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

(k) Benefits for Incumbent Employees under the HSPP and HSSP

- (1) The Contractor shall allow individuals who are Incumbent Employees to continue to accrue credit under the HSPP and- to participate in the HSSP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (2) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

(l) Benefits for Incumbent Employees under the HEWT

- (1) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to [participate](#) in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
- (2) The Contractor shall, in a timely manner, supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

- (a) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer as necessary to keep it current. A formal modification to the Contract is not required to incorporate these revisions; but the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Section I Clause entitled, *FAR 52.224-2, Privacy Act*. The revisions will be formally incorporated per the next annual Contract update modification, unless added sooner by the Contracting Officer.

### H.30 RESPONSIBLE CORPORATE OFFICIAL

The Contractor has provided a Guarantee of performance from its parent company in the form set forth in Section J Attachment entitled, *Performance Guarantee Agreement*. 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 all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. DOE may contact, as necessary, the single responsible corporate official identified below, who is at an organizational level above the Contractor and who is accountable for the performance of the Contractor.

Name: Steve Lubniewski

Position: President, Enterprise Solutions & Services

Company/Organization: Lockheed Martin Integrated Technology, LLC. Services

Address: 7375 Executive Place, Seabrook, MD 20706

Phone: 301-352-2638

Facsimile: 301-352-2620

Email: steven.e.lubniewski@lmco.com

The Contractor shall notify the Contracting Officer in writing within 30 days of any change to the Responsible Corporate Official.

### H.31 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor Protégé Programs to encourage Federal prime Contractors to assist small businesses, firms certified under Section 8(a) of the *Small Business Act* by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing its business abilities. Within 90 days of [Transition start](#) and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Contract.