

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 085	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM001043	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT ALLIANCE, LLC Attn: Mr. J. Frank Armijo 2490 Garlick Boulevard RICHLAND WA 99354		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 800095031 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728	
		10B. DATED (SEE ITEM 13) 04/28/2009	

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 _____ 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)
Not Applicable

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)
X	H.14 Advance Understanding on Costs

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This modification incorporates the Advance Understanding of Costs as submitted by MSA in MSA Letter MSA-1000321 on April 20, 2010 and approved by DOE in Letter 10-FMD-0124 dated June 1, 2010. The Advance Understanding of Costs is incorporated into the contract as Attachment J-8.

There is no change in the total contract amount as a result of this modification. This modification does not add additional funds to the contract. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).

Continued ...

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 C. Lugo Manager, Contract Admin	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan E. Hopko
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 20 Jan 2011
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1/20/11

NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:</p> <p>In consideration of this Modification 085 agreed to herein as complete equitable adjustment, 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.</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>FOB: Destination Period of Performance: 04/28/2009 to 04/28/2014</p>				

ATTACHMENT J-8

ADVANCE UNDERSTANDING OF COSTS



HANFORD MISSION SUPPORT CONTRACT



ADVANCE UNDERSTANDING ON COSTS



CHANGE HISTORY

Version	Date	Change Author	Change Summary
2.3	April 20, 2010	Ricky Churchman	Updated to incorporate DOE comments
2.2	February 23, 2010	Ricky Churchman	Updated to incorporate DOE comments
2.1	November 6, 2009	Ricky Churchman	Updated to incorporate DOE comments
2.0	August 18, 2009	Robert Robertson	Added reference column to table.
1.0	July 23, 2009	Robert Robertson	Formal baseline version
0.1	July 21, 2009	Robert Robertson	Initial draft



1.0 INTRODUCTION

The Mission Support Alliance, LLC (MSA) will engage its initial members of the MSA LLC (Lockheed Martin Integrated Technology, LLC; Jacobs Engineering Group, Inc., and Wackenhut Services, Inc.), and various subcontractors in performance of the Mission Support Contract (MSC) mission.

In accordance with Section H.14 entitled, Advanced Understanding on Costs, this attachment sets forth the basis for determining the allowability of costs associated with expenditures that have cost implications under the Contract, that are not identified in other documents requiring the review and approval of the contracting officer. Unless a date is provided within an item of cost identified below, all items within this table are considered to be applicable for the three contract periods defined in Section F, Period of Performance. This will be a living document that will be changed according to contract or regulatory changes or interpretations throughout the period of performance, as necessary, by the Contracting Officer.

2.0 PURPOSE

To set forth in accordance with Section H.14 of the U.S. Department of Energy Contract DE-AC06-09RL14728 an ADVANCE UNDERSTANDING ON COST.



Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Purchasing from Contractor-affiliated sources	Y	Support to and from Corporate Affiliates: The contractor may provide intermittent support to and receive intermittent support from corporate affiliates on a full cost recovery basis without fee subject to the conditions specified elsewhere in the contract in clause B.11, Allowability of Subcontractor Fee, and H.39, Parent Organization Support Plan.	—	31.205-26	—	970.4402-3
Limited Personal Use of Government Office Equipment Including Information Technology	Y	Non-interfering use (i.e. use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as from employees use in performing work related educational activities is allowable. DOE Order 203.1	—	—	—	—
Annual Safety Recognition	Y	An amount of no more than \$35 per person per year (includes staff-augmentation subcontractor employees that are a part of the contractor's integrated project team) is considered reasonable to recognize and foster a safety culture. Costs incurred for safety recognition are also subject to receipt and Contracting Officer approval of an Annual Safety Recognition Plan and subject to the cost principles and limitations on allowability set forth in the Federal Acquisition Regulation (FAR) (e.g. entertainment costs, costs of alcoholic beverages, etc.).	—	31.205-13	—	—



Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Beryllium Testing/Travel and Assistance	Y	Costs associated with testing expenses, such as travel for the individual being tested and the individual required to provide travel assistance, will be allowable to the extent the costs are in accordance with approved travel policies and Federal Travel Regulations (FTR). However, if an employee has an accepted workers' compensation claim for the injury/illness, then all associated costs must be completely and accurately reported through the workers' compensation claim by means of DOE RL's Third Party Administrator contractor.	—	31.205-6	—	—
Hiring/Signing Bonuses	Y	Beginning in the base period, hiring/signing bonuses not to exceed \$200,000 total payments in any government fiscal year beginning 10/1, associating with recruiting management and certain technical personnel are allowable.	—	31.205-6	—	—
Employee Morale and Health	Y	MSA has established an amount not to exceed \$50 per person per year (includes staff-augmentation subcontractor employees that are a part of the contractor's integrated project team). This amount is considered reasonable for employee morale and health. However, costs incurred for employee morale and health recognition are subject to receipt and Contracting Officer approval of an Annual Employee Morale and Health Plan and subject to the cost principles and limitations on allowability set forth in the FAR (e.g. entertainment costs, costs of alcoholic beverages, etc.).	—	31.205-13	—	—
Public Relations and Advertising Cost	Y	Allowability is limited to public relations costs related to the MSC contract, community relations, and general public information, in accordance with FAR 31.205-1 paragraph (e)(2).	—	31.205-1	—	—



Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Business Cards	Y	Allowability is limited to supervisors and above except for Procurement personnel having routine contact with offsite vendors and Human Resource/ Communication personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.	—	31.201-3	—	—
Community Services Activities	Y	In accordance with FAR 31.205-1 paragraph (e)(3), cost of participation in company sponsored community services (e.g., blood bank drives, charity drives, savings bond drives) is allowable. Anticipated costs are limited to participation and use of Government equipment and facilities on a non-interfering basis.	—	31.205-1	—	—
Material Cost Associated with Worker Safety	Y	<ul style="list-style-type: none"> • Winter protective clothing such as coats, jackets, vests, hoods, sweatshirts, long underwear, stocking caps, and coveralls is an allowable expense for field workers. • Bottled water and electrolyte solutions or supplements are allowable expenses for workers performing duties in adverse conditions. • Bottled water where potable water is not available is an allowable expense. • Personnel Protective Equipment (PPE) such as safety shoes including orthotics, safety glasses, gloves, ear protection, etc., as delineated in the contractor's PPE procedure is allowable. • Water sediment filter systems to filter potable water where it is not practicable to replace aging infrastructure is allowable. 	—	31.205-26	—	—



Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Insurance and Indemnification	Y	Insurance required by contract is allowable. If commercial insurance will be used, Contractor will provide analysis of commercial versus the Departments' Retrospective Insurance Program in accordance with DOE Acquisition Guide, Chapter 70.28, Contractor Insurance, by June 30 of each year of contract performance.	I.133	31.205-19	—	952.231-71
Travel and Relocation	Y	Travel and relocation shall be in accordance with the MSA travel and relocation policies subject to the allowability provision of the MSC and the FTR. The travel cost of individuals on temporary assignment returning home every 4 weeks is allowable.	—	31.205-35, 31.205-46	—	970.3102-05-46
Signage	Y	Signage cost incurred as a result of the change in contractors shall be an allowable cost. This cost is recognized as ordinary and necessary for the conduct of Contractor's business.	—	31.201-3	—	—

- CAS = Cost Accounting Standard.
- DEAR = Department of Energy Acquisition Regulation.
- DOE = U.S. Department of Energy.
- FAR = Federal Acquisition Regulation.
- MSC = Mission Support Contract.
- NTE = not to exceed.
- ODC = other direct costs.
- POSP = Parent Organization Support Plan.