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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 of 4 | |
| 2. AMENDMENT/MODIFICATION NO. 0001 | | 3. EFFECTIVE DATE 2/14/2008 | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY CODE Defense Nuclear Facilities Safety Board 625 Indiana Avenue, NW Suite 700 Washington, DC 20004-2901 | | | | 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 TIN No.: Parent Co. TIN No.: CODE | | | | X | 9A. AMENDMENT OF SOLICITATION NO. DNFSB-08-001 | | |
| | | | | | 9B. DATED (See Item 11) Jan. 25, 2008 | | |
| | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | | |
| | | | | | 10B. DATED (See Item 13) | | |
| FACILITY CODE | | | | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is awarded as set forth in Item 14. The hours 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 make 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 10A.

| | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.)

See Attached.

All other solicitation provisions remain unchanged.

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) | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| <div style="text-align: center;">(Signature of person authorized to sign)</div> | | <div style="text-align: center;">BY (Signature of Contracting Officer)</div> | |

The purposes of this amendment are to incorporate changes resulting from the Requests for Clarification. Accordingly, RFP DNFSB-08-001 is hereby amended as follows:

- 1) Under Section A, Solicitation/Contract Form, change the suite number in Block 7 from “625” to “700” and under Block 9 delete the number “5” and replace with “See Section L.5.”
- 2) Delete Section B, Supplies or Services and Price/Costs, in its entirety and replace with the revised Section B, attached hereto.
- 3) Under Section C, "Description/Specifications/Statement of Work", subsection 4.8 (Secretarial Support), delete the last bullet under the second paragraph and replace with the following:
 - Perform other general office duties as assigned such as photocopying, answering phones, addressing envelopes, mass mailings, collating documents, filing etc.
 - Prepare and distribute the group leaders’ morning reports.
 - Prepare and maintain group calendar of activities (i.e., leave, travel, training, etc.).
 - Prepare and maintain Time and Attendance records.
 - Prepare and process training requests.
- 4) Under Section F, "Deliveries or Performance”, delete Section F.3 and replace with the following:

F.3 DURATION OF CONTRACT PERIOD

The period of performance for the contract transition period shall be from the effective date of award through July 31, 2008.

The full contract period of performance shall be from August 1, 2008 through July 31, 2009. The term of this contract may be extended annually at the option of the Government for an additional 4 years.

5) Under Section I, Contract Clauses:

a) Under subsection I.1, add the following clauses (applicable to the firm-fixed-priced transition period item):

| NUMBER | TITLE | DATE |
|-----------|----------------------------------------------------------------|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR 2003 |
| 52.229-6 | TAXES-FOREIGN FIXED-PRICED CONTRACTS | JUN 2003 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.243-1 | CHANGES-FIXED PRICE ALT 1 (APR 1984) | AUG 1987 |
| 52.246-4 | INSPECTION OF SERVICES – FIXED-PRICE | AUG 1996 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY 2004 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |

b) Under subsection I.9, delete the employee class and and monetary wage-fringe benefit information and replace with the following:

| <u>Employee Class</u> | <u>Monetary Wage-Fringe Benefits</u> |
|----------------------------------------------------------------|--------------------------------------|
| Jr. Network Engineer (Personal Computer Support Technician) | \$23.13/hr. - \$6.02/hr. |
| Sr. Scanner Operator (Personal Computer Support Technician) | \$23.13/hr. - \$6.02/hr. |
| Scanner Operator (Peripheral Equipment Operator) | \$17.02/hr. - \$4.42/hr. |
| Doc. Control Technician (Personal Computer Support Technician) | \$23.13/hr. - \$6.01/hr. |
| Secretary II | \$18.91/hr. - \$4.92/hr. |
| Receptionist | \$15.26/hr. - \$3.97/hr. |

6) Under Section L, "Proposal Instructions":

- a) Under subsection L.5.B, change the reference under the Maximum Pages from L.7.D to L.6.D.
- b) Under subsection L.5.C.3, change the Request for Proposal Number from DNFSB-08-R-001 to DNFSB-08-001.
- c) Under subsection L.7.B.2 (Part II – Pricing Information), delete the second paragraph in its entirety and replace with the following three paragraphs:

The offeror shall propose a firm-fixed-price for transition period requirements (e.g., management labor, development of required plans, operations manual, Service Level Agreements, etc.). The amount proposed for the transition period shall not be added into the total base period funding amount on page B-1.

For Section B labor hour items, offerors shall complete the unit (the unit price is the loaded hourly rate for each labor category) and total prices (hours times unit price) for each line item and the total for each year (note: the Government is assuming \$10,000 year for travel and other direct costs that may be incurred as shown in Section B; offerors shall add that amount to the proposed labor hour amount for the total annual funding amount). Offerors shall also propose overtime rates for non-exempt personnel by completing the table in Section B.2.

Hours used in Section B are based on a person-year of 1,920 hours. Offerors may change the hours to reflect the company's person year (if different) in accordance with its internal estimating and accounting policies.

7) Under Section M, "Evaluation Factors for Award", subsection M.2.D.3, delete the second paragraph and and replace with the following:

P.1 - The Total Evaluated Price (TEP) will be evaluated upon the total sum of 1) all (i.e., transition, base and option periods) Section B line items and 2) the sum of each loaded hourly rate proposed in Section B.2 times a predetermined number of hours per labor category.

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PRICE/COST SCHEDULE**TRANSITION PERIOD (*Award - 7/31/08*)

| <u>SUPPLY OR SERVICE</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL FIRM-FIXED PRICE</u> |
|------------------------------------|------------|-------------------|-------------------------------|
| Transition Period Support Services | 1 JOB | XXX | \$ |

BASE PERIOD (*8/01/08 - 7/31/09*)Labor Hour Items

| <u>LABOR CATEGORY</u> | <u>HOURLY RATE</u> | <u>ESTIMATED HOURS</u> | <u>TOTAL</u> |
|-----------------------------|--------------------|------------------------|--------------|
| Project Manager | \$ | 1,920 hours | \$ |
| Network Engineer | \$ | 1,920 hours | \$ |
| Jr. Network Engineer | \$ | 1,920 hours | \$ |
| Web Developer | \$ | 1,920 hours | \$ |
| Sr. Scanner Operator | \$ | 1,920 hours | \$ |
| Scanner Operator | \$ | 1,920 hours | \$ |
| Document Control Technician | \$ | 1,920 hours | \$ |
| Secretary II | \$ | 5,760 hours | \$ |
| <u>Receptionist</u> | \$ | 2,160 hours | <u>\$</u> |
| Subtotal Labor Hour Items | | | \$ |

Cost (No Fee) Item

| | |
|--------------------|----------|
| Other Direct Costs | \$10,000 |
|--------------------|----------|

| | |
|---------------------------------|----------|
| <hr/> Total Base Period Funding | <hr/> \$ |
|---------------------------------|----------|

B.1 PRICE/COST SCHEDULE (con't)OPTION PERIOD ONE (8/01/09 - 7/31/10)Labor Hour Items

| <u>LABOR CATEGORY</u> | <u>HOURLY RATE</u> | <u>ESTIMATED HOURS</u> | <u>TOTAL</u> |
|-----------------------------|------------------------|----------------------------|--------------|
| Project Manager | \$ | 1,920 hours | \$ |
| Network Engineer | \$ | 1,920 hours | \$ |
| Jr. Network Engineer | \$ | 1,920 hours | \$ |
| Web Developer | \$ | 1,920 hours | \$ |
| Sr. Scanner Operator | \$ | 1,920 hours | \$ |
| Scanner Operator | \$ | 1,920 hours | \$ |
| Document Control Technician | \$ | 1,920 hours | \$ |
| Secretary II | \$ | 5,760 hours | \$ |
| <u>Receptionist</u> | \$ | 2,160 hours | <u>\$</u> |
| Subotal Labor Hour Items | | | \$ |

Cost (No Fee) Item

| | |
|--------------------|----------|
| Other Direct Costs | \$10,000 |
|--------------------|----------|

| | |
|---------------------------------|-------|
| _____ | _____ |
| Total Option Period One Funding | \$ |

B.1 PRICE/COST SCHEDULE (con't)OPTION PERIOD TWO (8/01/10 - 7/31/11)Labor Hour Items

| <u>LABOR CATEGORY</u> | <u>HOURLY RATE</u> | <u>ESTIMATED HOURS</u> | <u>TOTAL</u> |
|-----------------------------|------------------------|----------------------------|--------------|
| Project Manager | \$ | 1,920 hours | \$ |
| Network Engineer | \$ | 1,920 hours | \$ |
| Jr. Network Engineer | \$ | 1,920 hours | \$ |
| Web Developer | \$ | 1,920 hours | \$ |
| Sr. Scanner Operator | \$ | 1,920 hours | \$ |
| Scanner Operator | \$ | 1,920 hours | \$ |
| Document Control Technician | \$ | 1,920 hours | \$ |
| Secretary II | \$ | 5,760 hours | \$ |
| <u>Receptionist</u> | \$ | 2,160 hours | <u>\$</u> |
| Subotal Labor Hour Items | | | \$ |

Cost (No Fee) Item

| | |
|---------------------------------|----------|
| Other Direct Costs | \$10,000 |
| <hr/> | <hr/> |
| Total Option Period Two Funding | \$ |

B.1 PRICE/COST SCHEDULE (con't)OPTION PERIOD THREE (8/01/11 - 7/31/12)Labor Hour Items

| <u>LABOR CATEGORY</u> | <u>HOURLY RATE</u> | <u>ESTIMATED HOURS</u> | <u>TOTAL</u> |
|-----------------------------|------------------------|----------------------------|--------------|
| Project Manager | \$ | 1,920 hours | \$ |
| Network Engineer | \$ | 1,920 hours | \$ |
| Jr. Network Engineer | \$ | 1,920 hours | \$ |
| Web Developer | \$ | 1,920 hours | \$ |
| Sr. Scanner Operator | \$ | 1,920 hours | \$ |
| Scanner Operator | \$ | 1,920 hours | \$ |
| Document Control Technician | \$ | 1,920 hours | \$ |
| Secretary II | \$ | 5,760 hours | \$ |
| <u>Receptionist</u> | \$ | 2,160 hours | <u>\$</u> |
| Subtotal Labor Hour Items | | | \$ |

Cost (No Fee) Item

| | |
|--------------------|----------|
| Other Direct Costs | \$10,000 |
|--------------------|----------|

| | |
|-----------------------------------|----|
| Total Option Period Three Funding | \$ |
|-----------------------------------|----|

B.1 PRICE/COST SCHEDULE (con't)OPTION PERIOD FOUR (8/01/12 - 7/31/13)Labor Hour Items

| <u>LABOR CATEGORY</u> | <u>HOURLY RATE</u> | <u>ESTIMATED HOURS</u> | <u>TOTAL</u> |
|-----------------------------|------------------------|----------------------------|--------------|
| Project Manager | \$ | 1,920 hours | \$ |
| Network Engineer | \$ | 1,920 hours | \$ |
| Jr. Network Engineer | \$ | 1,920 hours | \$ |
| Web Developer | \$ | 1,920 hours | \$ |
| Sr. Scanner Operator | \$ | 1,920 hours | \$ |
| Scanner Operator | \$ | 1,920 hours | \$ |
| Document Control Technician | \$ | 1,920 hours | \$ |
| Secretary II | \$ | 5,760 hours | \$ |
| <u>Receptionist</u> | \$ | 2,160 hours | <u>\$</u> |
| Subtotal Labor Hour Items | | | \$ |

Cost (No Fee) Item

| | |
|--------------------|----------|
| Other Direct Costs | \$10,000 |
|--------------------|----------|

| | |
|----------------------------------|----|
| Total Option Period Four Funding | \$ |
|----------------------------------|----|

B.2 OVERTIME RATES FOR NON-EXEMPT PERSONNEL

Should overtime be required during contract performance for non-exempt personnel, the contractor shall invoice at the following loaded hourly rates in lieu of the rates listed under Section B.1

| Labor Category | Base Period | Option Period One | Option Period Two | Option Period Three | Option Period Four |
|-------------------------|-------------|-------------------|-------------------|---------------------|--------------------|
| Jr. Network Engineer | * | * | * | * | * |
| Sr. Scanner Operator | * | * | * | * | * |
| Scanner Operator | * | * | * | * | * |
| Doc. Control Technician | * | * | * | * | * |
| Secretary II | * | * | * | * | * |
| Receptionist | * | * | * | * | * |

* To be completed by offeror.

B.3 CONSIDERATION AND OBLIGATION--WORK ORDERS

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$(to be completed at time of award). The Contracting Officer may unilaterally increase this amount as necessary for work orders to be placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$(to be completed at time of award). The Contracting Officer's Technical Representative may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder equals the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.