

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE 1 OF 4

2. AMENDMENT/MODIFICATION NO. **196** 3. EFFECTIVE DATE **October 01, 2010** 4. REQUISITION/PURCHASE REQ. NO. **NA27344** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U.S. Department of Energy/NNSA SC M&O Contract Support Division P.O. Box 5400 Albuquerque, NM 87185-5400 7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy/NNSA Livermore Site Office M/S L-293 7000 East Avenue Livermore, CA 94550

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code) Lawrence Livermore National Security, LLC Lawrence Livermore National Laboratory M/S L-294 7000 East Avenue Livermore, CA 94550 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-07NA27344

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE May 8, 2007

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 25, 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) see attached

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 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 data, 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: **Clause H-19 Modification Authority, Clause I-120 changes, and Mutual Agreement**
- 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.)

The purpose of this modification is to incorporate changes into Sections B to H and Appendix A as described on the following pages. The contract is extended from September 30, 2014 to September 30, 2015 as a result of earning an Award Term in performance year FY 2009.

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) Paul Rosenkoetter, Director, Prime Contract Management 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronna Promani, Contracting Officer U.S. Department of Energy/NNSA

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 11/23/10 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 11/23/2010 (Signature of person authorized to sign) By (Signature of Contracting Officer)

The following changes are hereby incorporated into the contract:

1. Clause B-1 is changed to add new paragraph (c) as follows:

“(c) NNSA directed the Contractor to proceed with the “one site/two laboratory” strategic tasking whereby Lawrence Livermore National Laboratory (LLNL) and Sandia National Laboratories (SNL-CA) examine each others laboratory operations for joint operations opportunities to produce a more efficient and effective operations but not necessarily cost savings. In addition to the requirements of paragraph (b) above, the real property (including fixtures) identified in Part III, Section J, Appendix B is expanded to include the SNL-CA site only, the Contractor’s rights and responsibilities at the SNL-CA site extend only to the provisions approved by the Contracting Officer as part of the “one site/two laboratory” strategic tasking. “

2. Clause B-2 is changed as follows:

Paragraph (b)(1) the transition ceiling amount is reduced from \$13,836,279.00 to \$10,128,270.00 based on Mod 146.

Paragraph (d) (2) and (3) are changed to add the earned award term period of 01Oct14 to 30Sep15.

Paragraph (e) (2) the period of 01Oct10 to 30Sep11 is changed to add the approved reimbursable work total cost estimate of \$318,000,000, maximum available fee of \$7,950,000, and the total estimate cost plus maximum fee for \$325,950,000.; the earned award term period of 01Oct14 – 30Sep15 is added.

Paragraph (h) the accounting and appropriation data is reduced from \$1,873,000 to \$828.79 and from \$2,405,000 to \$205,000 to bring the appropriated total to \$10,128,270.00.

3. Clause C-1 is corrected to add “B” after “Appendix” which was omitted on an earlier modification.
4. Clause F-2 paragraph (a) is deleted and replaced with new paragraphs (a) and (b) as follows and the existing paragraphs (b) and (c) are renumber as (c) and (d) respectively:

“(a) The Contract’s period of performance includes the following unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:

- (1) Transition Term (09May07 through 30Sep07);
 - (2) Basic Term (01Oct07 through 30Sep14), earned award term (01Oct14 through 30Sep15);
- and
- (3) Award Term, if earned, additional one year Award Term periods (01Oct15 though 30Sep27).

(b) The period of performance of this contract will expire on September 30, 2015 unless modified for each earned Award Term. For each earned or forfeited Award Term period(s), the Contract will be modified consistent with Clause H-13, Award Term, and the period of performance will be adjusted. “

5. Clause G-1 paragraph (a) is deleted and replaced with a new paragraph (a) as follows:

“(a) The NNSA Manager, Livermore Site Office (LSO), is the Contractor’s primary point of contact for all technical and administrative matters, except as identified in (b) below, regarding this Contract. The LSO Administrative Contracting Officers are the Contractor’s primary point of contact for all contractual matters for this Contract. The LSO Manager and LSO Administrative Contracting Officers can be reached at:

U.S. Department of Energy
National Nuclear Security Administration
Livermore Site Office
7000 East Avenue, Mail Stop L293
Livermore, CA 94551
Telephone: 925-422-0879”

6. Clause H-35 is changed as follows:

Paragraph (c) (2) (ii), the first sentence is deleted and replaced with “The Contractor shall submit to the Contracting Officer for the purpose of reviewing the Contractor’s bargaining objectives prior to negotiation of any collective bargaining agreement, extension or revision thereto.”

Paragraph (d) (2) (ii) (III), the word “fiscal” is deleted and replaced with “calendar.”

Paragraph (d) (2) (ii) (IV) (B), the amount of “\$546,689” is deleted and replaced with “\$693,951.”

Paragraph (e) (7) (ii) is deleted and replaced with “Copies of IRS form 5500 with schedules (10 days after filing with the IRS).”

7. Appendix A, Personnel, is changed as follows:

General: The word “Laboratory” is deleted and replaced with “Contractor” throughout the Appendix.

Section III:

Paragraphs (b) (1), and (c) (1) and (2), the word “fiscal” is deleted and replaced with “calendar.”

Paragraph (b) (1), “(March 15th)” is added after “annually”.

Paragraph C (1) and (3), “April” is deleted and replaced with “July” and “September” is deleted and replaced with “December”, respectively.

Section IV:

Paragraph (c) (3), the words “non exempt” are added before “employee” in this paragraph.

Paragraph (f) (1) (a) is deleted and replaced as follows and paragraph (b) is deleted in its entirety:

“Permanent, full-time employees who has completed one year of service in the Police or Protective Services classifications may receive a uniform allowance. A full-time employee who has completed less than 12 months of service, a full-time employee who has worn a uniform less than full time, or a part-time employee may receive an allowance prorated on the basis of the percent of time worked in uniform. The uniform requirements are subject to departmental directives, direction, and funding. The uniform allowance shall be reimbursable to the employee. Any request for uniform advance payments to employees shall be submitted for Contracting Officer approval 45 days before initiating the advance payment. Advance payments without Contracting Officer approval may be deemed unallowable.”

Section VI:

Paragraph (a) is deleted and replaced as follows:

“(a) Collective bargaining. Costs of fringe benefits consistent with approved plans and wages paid to employees, and all other costs and expenses pursuant to applicable collective bargaining agreements and revisions thereto, are allowable. The Contractor shall adhere to the requirements specified in Contract’s Section H Clause entitled “Workforce Transition, Compensation, Benefits and Pension.” The following collective bargaining agreements are incorporated by reference:

- (1) Security Police Officers Association (SPOA), and
- (2) Skilled Trades Bargaining Unit Employees/Society of Professionals, Scientists and Engineers (SPSE) – University Professional and Technical Employees (UPTE), Communication Workers of America (CWA).”

Section VII:

Paragraphs (b) (1) and (2) are deleted in its entirety.

Section XI:

Paragraph (b) (1), “or gift cards” is added after “cash”.

Paragraph (d) (3) is deleted in its entirety.

8. All other terms and conditions remain unchanged.
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