

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE 1 OF 5 PAGES

2. AMENDMENT/MODIFICATION NO. M041	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 National Nuclear Security Administration P.O. Box 98518 Las Vegas, NV 89193-8518		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) National Security Technologies, LLC P.O. Box 98521 Las Vegas, NV 89193-8521	(✓) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25946
	10B. DATED (SEE ITEM 13) 3/28/06

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 _____ 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 makes referenced 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 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.
B. THE ABOVE NUMBER 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) Agreement of the Parties

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.)

The purpose of this modification is to update the contract to reflect changes negotiated with the Contractor.
See attached pages.

EXECUTED COPY

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) David F. Reith, Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>David F. Reith</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/2/08
16B. UNITED STATES OF AMERICA BY <i>Darby A. Dieterich</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/2/08

A. G-Tunnel is no longer considered a nuclear facility, therefore, the Statement of Work is being updated to delete the reference to the G-Tunnel Disposition Facility. As such Part I, The Schedule, Section C, Statement of Work, Paragraph 4.3, Nuclear Operations, is modified by deleting the entire paragraph and substituting the following text in lieu thereof:

“4.3 Nuclear Operations

The Contractor shall provide nuclear facility safety management at facilities, such as the Radioactive Waste Management Sites in Area 5 and Area 3, and the Radiological Nuclear Countermeasures Test and Evaluation Complex, and support to the Device Assembly Facility. The Contractor shall comply with all applicable nuclear safety related Federal regulations and DOE orders and other nuclear safety requirements (including reporting requirements and instructions) of NNSA.”

B. Part III, List of Documents, Exhibits, and Other Attachments, Appendix A, Advance Understandings – Human Resources for Profit Contractors, is modified as set forth below.

1. Paragraph II. 5, (DEFINITIONS, Casual Employee) is modified by deleting the current text in its entirety and substituting the following text in lieu thereof:

“5. Casual Employee. Employment status of an employee hired to provide manpower when temporary employees are needed for a specific project or to respond to an immediate need. Casual employees are called to work when needed and work as many hours per week as necessary. All hours worked will be compensated as nonexempt nonbargaining employees. Casual employees may work for NSTec a maximum of 900 hours per calendar year. Any casual employee who works less than 40 hours in a nine-month period may be administratively terminated. Casual employees are covered by legally required benefits, but do not receive or participate in any other type of employee benefit program, group insurance plans, or paid absences. Casual employees will not be eligible to receive benefits provided under the Defense Authorization Act, Section 3161, upon termination.”

2. Paragraph II. (DEFINITIONS) is modified by adding the definition of furlough as item 12.b. as follows:

“12.b. Furlough. The period of time in which an employee is placed in non-pay status because of lack of work, lack of funds, or other nondisciplinary reasons. Furloughs must be more than 40 consecutive work hours and cannot exceed 60 calendar days in a rolling 12-month period.”

3. Paragraph III.C., (COMPENSATION, Individual Compensation Actions), is modified by deleting the current text in its entirety and substituting the following text in lieu thereof:

The NNSA Contracting Officer or designee approval is required prior to reimbursement for initial and proposed changes to base salary and/or payments under an Executive Incentive Plan for the following positions:

- General Manager/President
- Deputy General Manager
- Director, Defense Experimentation
- Director, Environmental Management
- Director, Homeland Security and Defense Applications
- Director, Site Operations
- Director, Performance Assurance
- Director, Project Management, Planning and Integration
- Director, Diagnostics and Experimentation Operations
- General Counsel
- Senior Manager, Environmental, Safety, Health and Quality

The Contractor shall submit the DOE F 3220.5, Application for Contractor Compensation Approval Form, along with supporting justification related to internal and external equity as well as individual performance for each of these positions at least 10 working days in advance of the proposed effective date of the action.

No NNSA funds shall be used for an Individual Compensation Actions set forth above prior to NNSA Contracting Officer or designee approval.

4. Paragraph III.E.2., (COMPENSATION, Pay in Addition to Base Pay, Shift Differentials), is modified by adding sub-paragraph f. as follows:

- “f. NSTec employees in grades 1 through 7 and A through D working at the NIF at LLNL will be paid 7.5% for working swing shift and 15% for owl shift. During all leaves with pay and holidays, eligible employees are paid at the shift differential rate applicable to the shifts they would otherwise have been scheduled to work. Overtime hours are paid at the applicable shift differential rates times one and one-half. When programmatic requirements necessitate a regular shift assignment for an extended period, employees in grades E through G may be paid the same shift differentials if approved in advance by the NSTec President.”

5. Paragraph III.E.10., (COMPENSATION, Pay in Addition to Base Pay, Subsistence Allowance), is modified by deleting the current text in its entirety and substituting the following text in lieu thereof:

“10. Subsistence Allowances

- a. Employees assigned to report at Mercury will be paid at the rate of \$5.00 per day worked.
- b. Employees assigned to reporting points beyond Mercury will be paid at the rate of \$7.50 per day worked.
- c. Employees assigned to TTR will receive \$7.50 per day subsistence for travel to NTS or Las Vegas when required to return to TTR the same day. If required to stay overnight at NTS, the employee will receive \$7.50 subsistence instead of \$5.00.
- d. Employees assigned to Las Vegas will receive \$5.00 for each day worked in Mercury; and \$7.50 for each day worked at NTS areas beyond Mercury, at TTR, and Nevada Research and Development (NRDA). To be eligible for this subsistence payment, employees must either report to or return from work at NTS, NRDA, or TTR on their own time or using other than government furnished transportation unless required to stay overnight.
- e. Subsistence allowances are paid to employees who are ordered to and do report to such job sites and for whom no work is provided.
- f. TTR employees required to stay overnight in Las Vegas will be in official travel status.
- g. Nonbargaining employees who are required to work without a 12-hour break during a 24-hour period and who spend the night at the Nevada Test Site will receive \$10.00 per occasion meal allowance in addition to the above daily subsistence allowances.”

5. Paragraph III.E.21., (COMPENSATION, Pay in Addition to Base Pay, Device Assembly Facility (DAF) Radiation Control Technicians (RCTs), is modified by deleting the current text in its entirety and substituting the following text in lieu thereof:

“21. Device Assembly Facility (DAF) Duty Officer, DAF Operator, and DAF Radiation Control Technicians (RCTs)

- a. DAF Duty Officers or DAF Operators who are required to be on call and able to report within two hours are eligible to receive a flat-rate incentive payment of \$40 for each 24-hour period of coverage.
- b. RCTs who are required to be on call and able to report within two hours during warm standby conditions at the DAF are eligible to receive a flat-rate incentive payment of \$40 for each 24-hour period of coverage.
- c. The flat-rate incentive payment will be taxable income and appropriate deductions will be taken. It will not be included in overtime rate calculations.”

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

(END OF MODIFICATION)