

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 9
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 15NA001592	5. PROJECT NO. (if applicable)
6. ISSUED BY NNSA Services Acquisition Branch NA-APM-124 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05113	7. ADMINISTERED BY (if other than Item 6) NNSA/Contracts & Procurement Div. U.S. Department of Energy Contracts and Procurement Division P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TECHSOURCE, INC. Attn: VICTOR B. D'ANDREA P.O. BOX 988 LOS ALAMOS NM 875440988		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 061075243 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0000461 DE-BP0004181	
		10B. DATED (SEE ITEM 13) 05/28/2015	

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) Net Increase: \$500,000.00
See Body

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212--4
	D. OTHER (Specify type of modification and authority)

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)

Payment:
OR for NNSA
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5807
Oak Ridge TN 37831
FOB: Destination
Period of Performance: 07/01/2015 to 06/30/2016

15A. NAME AND TITLE OF SIGNER (Type or print) V. Brian D'Andrea		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin C. Burgess	
15B. CONTRACTOR/OFFEROR V. Brian D'Andrea <small>Digitally signed by V. Brian D'Andrea DN: cn=V. Brian D'Andrea, o=TechSource, Inc., ou=Products/CFE, email=brian@techsource.com, c=US</small> (Signature of person authorized to sign)	15C. DATE SIGNED July 8, 2015	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7-9-15

CONTRACT SPECIALIST

JUSTIN C. BURGESS

NNSA SERVICES ACQUISITION BRANCH
 PO BOX 5400
 ALBUQUERQUE COMPLEX
 ALBUQUERQUE, NM 87185-5400
 Attn: Justin C. Burgess, Bldg 20388 / NA-APM-124.2

Phone: 505-845-4615
 EMail: clay.burgess@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

STEPHEN M. SCOTT
 Phone: 702-295-5943
 EMail: scotts@nv.doe.gov

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 2,338,800.97	\$ 96,806.26	\$ 2,435,607.23
Funding Obligation	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00

BLOCK 14 CONTINUATION

1. The purpose of this modification is to add incremental funding, add ceiling for an additional FTE, add a clause, replace Attachments 3 and 4, and update the key personnel clause.

2. The contract is more specifically modified as follows:

a. Incremental funding is added as follows:

CLIN 0001. Funding, in the amount of \$62,000.00, was placed in Sub-CLIN 000101.
CLIN 0001. Funding, in the amount of \$230,000.00, was placed in Sub-CLIN 000102.
CLIN 0002. Funding, in the amount of \$23,000.00, was placed in Sub-CLIN 000201.
CLIN 0002. Funding, in the amount of \$125,000.00, was placed in Sub-CLIN 000202.
CLIN 0002. Funding, in the amount of \$40,000.00, was placed in Sub-CLIN 000203.
CLIN 0003. Funding, in the amount of \$20,000.00, was placed in Sub-CLIN 000301.

b. Ceiling is increased for an additional FTE for CPMC support in the following CLINs:

CLIN 0001 is increased by \$96,806.26, from \$1,076,540.21 to \$1,173,346.47.
CLIN 1001 is increased by \$99,709.44, from \$1,108,821.19 to \$1,208,530.63.
CLIN 2001 is increased by \$102,696.05, from \$1,142,083.92 to \$1,244,779.97.
CLIN 3001 is increased by \$105,779.16, from \$1,176,355.98 to \$1,282,135.14.
CLIN 4001 is increased by \$108,945.69, from \$1,211,633.63 to \$1,320,579.32.

c. The following clause is added as it was left off of the basic award:

NNS-H-1014 LIMITATION OF GOVERNMENT'S OBLIGATION (NOV 2009)

(a) Of the price of \$2,435,607.23, the sum of \$1,000,000.00 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allotted to this contract until the total price of said item is allotted.

(b) The Contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)" the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the contract. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the contract, anything to the contrary in the FAR Clause "Termination for Convenience of the Government (Fixed Price)" notwithstanding.

(c) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 31 OCT 2015. The Contractor will notify the Contracting Officer in writing at least 60 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period, as may be specified in the contract or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the Contracting Officer

will terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the contract amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(End of clause)

d. Attachment 3 is being replaced in its entirety by the most current version of the labor rate attachment.

e. Attachment 4 is being replaced in its entirety by the most current version of the Applicable DOE/NNSA Requirements.

f. Change to clause NNS-H-1007 KEY PERSONNEL (NOV 2009) (TAILORED): the name of Jerry Weber is being replaced by Tony Creed.

SCHEDULE OF CHANGES

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	CLIN Change		\$1,173,346.47
		Lot	NTE +\$96,806.26
	<i>Noun:</i>	Time & Materials Labor	
	<i>Total Quantity:</i>	1	
	<i>New Total Item Amount:</i>	\$1,173,346.47	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	<p>The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment 3. The rates in Attachment 3 shall include any required daily allowance per Attachment 5. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,173,346.47.</p>		
	Period of Performance: 7/1/2015 - 6/30/2016		
000101	CLIN Change		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA +\$62,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$62,000.00
000102	CLIN Change		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AB +\$230,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$230,000.00
000201	CLIN Change		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AB +\$23,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$23,000.00
000202	CLIN Change		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AC +\$125,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$125,000.00
000203	CLIN Establish		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA +\$40,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$40,000.00
000301	CLIN Change		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AB +\$20,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$20,000.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
1001	<p>OPTION CLIN</p> <p><i>Noun:</i> Time & Materials Labor <i>Contract type:</i> Y - TIME AND MATERIALS <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment TBD. The rates in Attachment TBD shall include any required daily allowance per Attachment B. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,208,530.63.</p> <p>Period of Performance: 7/1/2016 - 6/30/2017</p>		

2001	<p>OPTION CLIN</p> <p><i>Noun:</i> Time & Materials Labor <i>Contract type:</i> Y - TIME AND MATERIALS <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> The contractor shall furnish all personnel, facilities, services, materials, and supplies, except as provided by the Government as specified in this Task Order, and otherwise do all things necessary for, or incident to, providing the requirements specified in Sections 5.1 through 5.3 of the Performance Work Statement at Attachment 1. In performance of this CLIN, the Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates and for the identified labor categories stated in Attachment TBD. The rates in Attachment TBD shall include any required daily allowance per Attachment B. The contractor shall not exceed the "Not to Exceed" ceiling amount specified for this CLIN. All federal, state, and local taxes are included in the specified labor rates. No costs for "materials," as defined in FAR Clause 52.212-4(e)(iii), Alternate I, shall be authorized or charged under this CLIN. Monthly billing authorized. Not to Exceed for this CLIN is \$1,244,779.97.</p> <p>Period of Performance: 7/1/2017 - 6/30/2018</p>		
-------------	--	--	--

SCHEDULE OF CHANGES

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	30 Jun 2016
	<i>Noun:</i>	Time & Materials Labor	
	<i>ACRN:</i>	9	
			Obligation Amount
ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data		
AA	ACRN Change		+\$102,000.00
00900.2015.01.100260.25105.2221072.	0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i>	\$142,000.00	
	<i>Funding breakdown:</i>	On CLIN 000101: +\$62,000.00	
		On CLIN 000203: +\$40,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$102,000.00
AB	ACRN Change		+\$273,000.00
00900.2015.01.100260.25105.2221079.	0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i>	\$563,000.00	
	<i>Funding breakdown:</i>	On CLIN 000102: +\$230,000.00	
		On CLIN 000201: +\$23,000.00	
		On CLIN 000301: +\$20,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$273,000.00
AC	ACRN Change		+\$125,000.00
00900.2015.01.100260.25105.2221076.	0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i>	\$295,000.00	
	<i>Funding breakdown:</i>	On CLIN 000202: +\$125,000.00	
	<i>PR/MIPR:</i>	15NA001592	\$125,000.00

3. All other terms and conditions remain unchanged and in full force and effect.

DOE DIRECTIVES AND OTHER DOCUMENTS

1. Annual NNSA Program/Resource Execution Guidance
2. DOE O 142.3A, Chg 1, Unclassified Foreign Visits and Assignments Program, 10-14-2010
3. DOE O 150.1A, Continuity Programs, 03-31-2014
4. DOE O 151.1C, Comprehensive Emergency Management System, 11-02-2005
5. DOE O 200.1A, Information Technology Management, 12-23-2008
6. DOE O 203.1 , Limited Personal Use of Government Office Equipment Including Information Technology, 01-07-2005
7. DOE O 205.1B, Chg 3, Department of Energy Cyber Security Program, 04-29-2014
8. DOE O 206.1, Department of Energy Privacy Program, 01-16-2009
9. DOE O 206.2, Identity, Credential, and Access Management (ICAM), 02-19-2013
10. DOE O 221.1A, Reporting Fraud, Waste and Abuse, 04-19-2008
11. DOE O 221.2A, Cooperation with the Office of Inspector General, 02-25-2008
12. DOE O 225.1B Accident Investigations, 03-04-2011
13. DOE O 226.1B, Implementation of Department of Energy Oversight Policy, 04-25-2011
14. NA-1 SD 226.1A, NNSA Line Oversight and Contractor Assurance System- Supplemental Directive, 10-17-2008
15. DOE O 231.1B Admin Chg 1, Environment, Safety and Health Reporting, 11-28-2012
16. DOE O 232.2, Admin Chg 1, Occurrence Reporting and Processing of Operations Information, 03-12-2014
17. DOE O 243.1B, Admin Chg 1, Records Management Program, 07-08-2013
18. DOE O 252.1A, Admin Chg 1, Technical Standards program, 03-12-2013
19. NSO O 412.X1F, Real Estate/Operations Permit 07-09-2012
20. DOE O 413.1B, Internal Control Program, 10-28-2008
21. DOE O 414.1D, Admin Chg 1, Quality Assurance, 05-08-2013
22. DOE O 422.1, Admin Chg 2, Conduct of Operations, 12-03-2014
23. DOE O 442.1A, Department of Energy Employee Concerns Program, 06-06-2001
24. NSO O 442.1C, Nevada Site Office Employee Concerns Program, 05-30-2008
25. DOE O 442.2, Differing Professional Opinions for Technical Issues involving Environment, Safety, and Health, 07-29-2011
26. DOE O 452.7, Protection of Use Control Vulnerabilities and Designs, 05-14-2010
27. DOE O 452.8, Control of Nuclear Weapon Data, 07-21-2011
28. DOE O 460.1C, Packaging and Transportation Safety, 05-14-2010
29. DOE O 470.3B, Graded Security Protection Policy, 08-12-2008 (Classified)
30. DOE O 470.4B, Chg 1, Safeguard and Security Program, 02-15-2013
31. DOE M 470.4-3A, Chg 1, Contractor Protective Force, 11-05-2008
32. DOE M 470.4-6, Chg 1, Nuclear Materials Control and Accountability, 08-26-2005
33. DOE O 470.5, Insider Threat Program, 06-02-2014
34. DOE O 471.1B, Identification and Protection of Unclassified Controlled Nuclear Information, 03-01-2010
35. DOE O 471.3, Chg 1, Identifying and Protecting Official Use Only Information 01-12-2011
36. DOE M 471.3-1 Chg 1, Manual for Identifying and Protecting Official Use Only Information 01-13-2011
37. DOE O 472.2, Chg 1, Personnel Security, 07-19-2014
38. DOE O 475.2B, Identifying Classified Information, 10-03-2014
39. DOE O 551.1D, Official Foreign Travel, 04-12-2012