

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. <b>S002</b>	3. EFFECTIVE DATE <b>5/12/06</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>U.S. Department of Energy Chicago Office 9800 South Cass Avenue Argonne, IL 60439</b>		7. ADMINISTERED BY (If other than Item 6) Code		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  <b>To All Prospective Offerors</b>		(✓) ✓	9.A. AMENDMENT OF SOLICITATION NO. <b>DE-RP02-06H11357</b>	
			9.B. DATED (SEE ITEM 11) <b>04/19/06</b>	
			10.A. MODIFICATION OF Contract/Order NO.	
			10.B. DATED (SEE ITEM 13)	
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 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 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)  
**N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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)

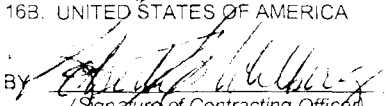
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

This Request For Proposal is amended as follows:

See Page 2

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)	
		<b>Roberta D. Ahlberg, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 <i>(Signature of person authorized to sign)</i>		BY  <i>(Signature of Contracting Officer)</i>	<b>5/12/06</b>

14. DESCRIPTION OF AMENDMENT/MODIFICATION

- a. Part I, Section H, Special Contract Requirements, Clause H.5 – Advance Understandings Regarding Additional Items of Allowable And Unallowable Costs And Other Matters, is changed as follows:

Reference in I.(c), “FAR cost principle 31.205-44(i)” is changed to “FAR cost principle 31.205-44(d)”

Reference in I.(d), “FAR cost principle 31.205-44(i)” is changed to “FAR cost principle 31.205-44(d)”

- b. Part I, Section H, Special Contract Requirements, Clause H.33 – Activities During Contract Transition. In the first sentence of paragraph (a), the term “sixty (60) days” is deleted and replaced with “two months.”

- c. Part II, Section I, Contract Clauses, a new Clause I.34A is added as follows:

“CLAUSE I.34A – FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS”

- (a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a Contractor that has no more than one employee including the Contractor.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) Policy. The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.
- (c) Contractor requirements. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall—

- (1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
  - (2) Establish an awareness program to inform employees about—
    - (i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;
    - (ii) The actions that will be taken against employees for violation of such policy;
    - (iii) Regulations applying to conduct if performance of the contract is outside the U.S., including—
      - (A) All host country Government laws and regulation relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and
      - (B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C. 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;
  - (3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and
  - (4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the contracting officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and
  - (2) Any action taken against employees pursuant to this clause.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to—
- (1) Required removal of a Contractor employee or employees from the performance of the contract;
  - (2) Required subcontractor termination;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.
- d. Part IV, Section L, Instructions, Conditions, and Notices to Offerors, Provision L.1 – Instructions for the Submission of Proposals and Uniform Contract. At the end of Sub-section (a), Definitions, add a new paragraph as follows:

“The following definitions are provided for the purposes of Sections L.2 through L.8 only:

‘Strategy’ means the high-level overview.

‘Approach’ or ‘Plan’ means the tactics for implementing the ‘Strategy.’”

- e. Part IV, Section L, Instructions, Conditions, and Notices to Offerors, Provision L.1 – Instructions for the Submission of Proposals and Uniform Contract. Subsection (e), Numbers of Copies of Volumes Required, under Written Submission, the following sentence is added after the third sentence:

“Files contained on the CD-ROM must be submitted in either Word or PDF format.”

- f. Part IV, Section L, Instructions, Conditions, and Notices to Offerors, Provision L.3 – Science Strategy for ANL. Subsection (b), Managing the Research Portfolio and Science Strategy in a Constrained budget, first paragraph, first sentence, the phrase “, approaches, or directions” is deleted.

Second paragraph, first sentence the term “a plan” is deleted and replaced with the term “an approach” and in the last sentence the term “plan” is deleted and replaced with “approach.”

- g. Part IV, Section L, Instructions, Conditions, and Notices to Offerors, Appendix 7, List A, Discretionary Incumbent Management Positions, the “Director, Plant Facilities and Services” position is deleted and replaced with the “Director, Project Management and Engineering” position.
- h. Part IV, Section L, Instructions, Conditions, and Notices to Offerors, Appendix 7, List B, Management Positions required to be Transferred – Compensation Commensurate with Placement, the “Director, Project Management and Engineering” position is deleted and replaced with the “Direct, Plant Facilities and Services” position.

END OF AMENDMENT