

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0233		3. EFFECTIVE DATE 09/30/2024		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		CODE 05115		7. ADMINISTERED BY (If other than Item 6) NNSA Sandia Field OFC NA-00-SN Sandia Field Office (MS 0184) P.O. Box 5400 Albuquerque NM 87185-5400		CODE 05005	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) National Technology & Engineering Solutions of Sandia, LLC Attn: Richard Sweeney 1515 EUBANK BLVD. SE P.O. BOX 5800, MS-0180, 87185-0180 ALBUQUERQUE NM 871850180				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003525			
CODE 007113228		FACILITY CODE		10B. DATED (SEE ITEM 13) 12/16/2016			
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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 Schedule							
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 data, 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 Part 43.103(a) Bilateral						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) UEI: LUJEP CRT377 The purpose of this modification is to mutually agree on the general principles of the Uninitiated Contract Action (UCA), effective the date of this modification, and update Section B - SUPPLIES OR SERVICES AND PRICES/COSTS Payment: Period of Performance: 01/18/2017 to 04/30/2027							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Christopher M. Duran			
				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				(Signature of Contracting Officer)			

1. The purpose of this modification is to mutually agree on the general principles of the Undefined Contract Action (UCA), effective the date of this modification, and update Section B – SUPPLIES OR SERVICES AND PRICES/COSTS as detailed below:

- (a) General Principles of the UCA
- (b) Subsection B-1 SERVICES BEING ACQUIRED, CLIN 0003 CAPITAL CONSTRUCTION PROJECTS, add new Sub-CLIN 0003AA;
- (c) Update B-2 CONTRACT TYPE AND VALUE;
- (d) Update B-3 CONTRACT FEE STRUCTURES

2. General principles of the UCA: The parties agree that the Contractor is authorized to proceed with the Power Sources Capabilities (PSC) capital construction project activities authorized under CD-3A, Long Lead Procurement, and CD-3B, Site Preparation. This authorization is a UCA permitting the Contractor to begin project activities and incur costs with a Not To Exceed (NTE) amount of \$37M prior to definitization of the Sub-CLIN 0003AA. The scope of work will be in accordance with the approved Power Sources Capability Project (PSC) Preliminary Project Execution Plan (PPEP) previously agreed to by the Government and the Contractor. The Contractor will provide a proposal as requested by the Government. Both parties will negotiate in good faith to definitize Sub-CLIN 0003AA and execute a bilateral contract modification including the price structure, description of the work, delivery schedule, and associated terms and conditions necessary for the completion of a Power Sources project within 180 days.

3. The contract is modified as follows:

- (a) **SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS, B-1 SERVICES BEING ACQUIRED, CLIN 0003 CAPITAL CONSTRUCTION PROJECTS is modified to establish Sub-CLIN 0003AA.**

CLIN 0003 CAPITAL CONSTRUCTION PROJECTS

The Contractor shall provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and/or performance of Capital Construction Projects (defined in Clause H-20 of this contract) as the Parties may agree. Each mutually-agreed-upon Capital Construction Project shall be identified hereunder as a Sub-CLIN to CLIN 0003 via bilateral contract modification. Price and price structure (such as Firm Fixed Price, Cost-Plus-Incentive-Fee, or other price structures as agreed) and any applicable special terms and conditions shall be identified for each Capital Construction Project covered by CLIN 0003.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	PSC Construction	1	Each	Undefined	\$ TBD

Sub-CLIN 0003AA Contract Type: Cost Plus Fixed Fee

Sub-CLIN 0003AA Description:

As described in the Power Sources Capability (PSC) Preliminary Project Execution Plan (PPEP), Work Authorization and Implementation Plan, the Government requires this new capability in accordance with plans, specifications and conditions provided in the PPEP.

The Contractor is authorized to proceed with PSC capital construction project activities detailed in CD-3A, Long Lead Procurement, and CD-3B, Site Preparation prior to definitization of the Sub-CLIN 0003AA.

The period of performance for the PSC project is Modification Effective date to **TBD UPON DEFINITIZATION**. The Contractor shall negotiate in good faith to definitize Sub-CLIN 0003AA and execute a bilateral contract modification including the price structure, description of the work, delivery schedule, and associated terms and conditions necessary for the completion of a PSC project within 180 days of Modification Effective date.

The method for which costs will be accounted for will be incorporated upon contract definitization. During the undefinitized contract period, the Contractor must continue to recover costs against the CLIN 0001 contract cost structure to avoid cost accounting standard violations. Upon definitization of Sub-CLIN 0003AA, the Contractor shall retroactively adjust all negotiated costs to the final Sub-CLIN 0003AA contract cost structure, within the Contractor's published retroactive adjustment schedule.

(b) **B-2 CONTRACT TYPE AND VALUE**, is modified to add paragraph (c) as described below.

(c) CLIN 0003, Capital Construction Projects

Sub-CLIN	Estimated Cost	Fixed Fee (FF)	Estimated Cost + Fixed Fee
0003AA	TBD	TBD	TBD

The Contractor may incur costs with a Not to Exceed (NTE) amount of \$37M prior to definitization of the Sub-CLIN 0003AA.

(c) **B-3 CONTRACT FEE STRUCTURES** is modified to add paragraphs (g) and (h) as described below:

(g) CLIN 0003: Capital Construction Projects – Sub-CLIN 0003AA Cost-Plus-Fixed Fee (CPFF)

The CPFF for Sub-CLIN 0003AA of the Contract and for each Option Term, if exercised by DOE/NNSA, are shown in the tables in paragraph B-2 (e) *Contract Type and Value*.

(h) Payment of CLIN 0003-Capital Construction Projects-Sub-CLIN 0003AA

The FF for Sub-CLIN 0003AA shall be paid **TBD**. Such payment amounts are to be drawn down by the Contractor from the Contract's special financial institution account in monthly installments on the last day of each month.

3. All other terms and conditions remain unchanged.