

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 0258		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		5. PROJECT NO. (If applicable) 05115		7. ADMINISTERED BY (If other than Item 6) CODE NNSA Sandia Field OFC NA-00-SN Sandia Field Office (MS 0184) P.O. Box 5400 Albuquerque NM 87185-5400	
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	
				10B. DATED (SEE ITEM 13) 12/16/2016	
CODE 007113228		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 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(b)			
		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: LUJEPCCRT377 The purpose of this modification is to update the contract as follows: (a) Update Sub-CLIN 0003AA definitization date; (b) Add CD-3C to the UCA in Sub-CLIN 0003AA; (c) Modify NTE to B-2 CONTRACT TYPE AND VALUE paragraph (e); (d) Update Clause B-2 CONTRACT TYPE AND VALUE Table 1(a); (e) Update Clause B-2 CONTRACT TYPE AND VALUE Table 1(b) and; (f) Remove clauses to ensure compliance with Executive Orders (EOs) 14148 and 14208 and incorporate the deviated clauses as appropriate. See Page two for the particulars. Payment: Period of Performance: 01/18/2017 to 04/30/2027					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Richard Sweeney		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher M. Duran			
		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED May 27, 2025	

1. The purpose of this modification is to update the contract as follows:

- (a) Update Sub-CLIN 0003AA definitization date;
- (b) Add CD-3C to the UCA in Sub-CLIN 0003AA;
- (c) Modify NTE to B-2 CONTRACT TYPE AND VALUE paragraph (e);
- (d) Update Clause B-2 CONTRACT TYPE AND VALUE Table 1(a);
- (e) Update Clause B-2 CONTRACT TYPE AND VALUE Table 1(b) and;
- (f) Remove clauses to ensure compliance with Executive Orders (EOs) 14148 and 14208 and incorporate the deviated clauses as appropriate.

2. SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS, B-1 SERVICES BEING ACQUIRED, CLIN 0003 CAPITAL CONSTRUCTION PROJECTS is modified

from:

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.

to:

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, CD-3B Site Preparation and CD-3C Construction Preparation Services prior to definitization of the Sub-CLIN 0003AA. The Not To Exceed (NTE) amount for these activities is \$55M.

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 on or before July 30, 2025.

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.

3. **B-2 CONTRACT TYPE AND VALUE**, paragraph (e) is modified as described below.

(e) CLIN 0003, Capital Construction Projects

Sub-CLIN	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
0003AA	TBD	TBD	TBD

The Contractor may incur costs with a Not to Exceed (NTE) amount of \$55M prior to definitization of the Sub-CLIN 0003AA.

4. Clause B-2 CONTRACT TYPE AND VALUE Table 1(a) is modified to clarify how the Award Fee will be allocated as it relates to the Performance Evaluation and Measurement Plan (PEMP) and revise the performance periods. Option Term 5 encompasses a period of 19 months. Rather than delay NTESS from receiving Award Fee for 19 months two PEMP's will be performed for the final Option Term 5 as illustrated in the modified Table 1(a) as follows:

Table 1(a): CLIN 0001 -- Management and Operation of SNL

		Fixed Fee	Available Award Fee	Total Available Fee	Total Fee Earned
Base Term Years: 1-5	May 2017 – Sept 2018	\$ 25,291,069	\$ 10,116,427	\$ 35,407,496	\$ 34,497,018
	FY2019	\$ 19,198,170	\$ 7,679,268	\$ 26,877,438	\$ 25,664,114
	FY2020	\$ 20,280,947	\$ 8,112,379	\$ 28,393,326	\$ 27,419,841
	FY2021	\$ 21,424,792	\$ 8,569,917	\$ 29,994,709	\$ 28,829,200

	Oct 2021 – Apr 2022	\$ 13,202,671	\$ 5,281,068	\$ 18,483,739	
Option Term	May 2022 – Sept 2022 (exercised)	\$ 9,430,479	\$ 3,772,192	\$ 13,202,671	\$30,690,551
Years: 6-10	FY2023 (exercised)	\$ 23,909,660	\$ 9,563,864	\$ 33,473,524	\$ 32,588,867
	FY2024 (exercised)	\$ 25,258,165	\$ 10,103,266	\$ 35,361,431	\$ 34,628,944
	FY2025 (exercised)	\$ 26,682,726	\$ 10,673,090	\$ 37,355,816	
	Oct 2025 – Apr 2027 (exercised)	\$45,557,789	(Available AF Distribution)	\$63,780,905	
	*FY Oct 2025-Sept 2025		\$ 11,509,336		
	*FY Oct 2026-Apr 2027		\$ 6,713,780		

*For PEMP purposes the AF values for the final option will be distributed as stated above.

5. Clause B-2 CONTRACT TYPE AND VALUE Table 1(b) is modified as follows:

Table 1(b): CLIN 0001 -- Management and Operation of SNL

Table 1(b): The DOE/NNSA Budget is shown in Table 1(b) to provide an estimate of Contract value in each Base Term Year and Option Term (if exercised). The DOE/NNSA Budget column will be populated in this table by the Contracting Officer at the start of each Base Term Year, or Option Term (if exercised) by incorporating the enacted budget, or, if not known at that time, the annualized Continuing Resolution, and will be updated to incorporate the Enacted Budget, once known.

Base Term (Years 1-5)	DOE/NNSA Budget
May 2017 – Sept 2018	\$3,019,842,000
FY2019	\$2,297,798,000
FY2020	\$2,542,348,000
FY2021	\$2,838,408,000
October 2021 – April 2022	\$2,697,570,428
Option Terms (Years 6-10)	
May 2022 – Sept 2022 (exercised)	\$493,933,598
FY2023 (exercised)	\$3,387,079,671
FY2024 (exercised)	\$3,691,050,539
FY2025 (exercised)	
Oct 2025 – Apr 2027 (exercised)	

6. The Civilian Agency Acquisition Council (CAAC) Letter 2025-02 and CAAC Letter 2025-02 Supplement 1 (which superseded the original CAAC letter), were issued on February 15, 2025 and February 18, 2025 respectively, serve as consultation, in accordance with FAR 1.404, authorizing agencies to issue class deviations to ensure compliance with E.Os. 14148 and 14208. As result the

contract is modified to remove the following clauses from Section I CONTRACT CLAUSES, A. FAR CLAUSES INCORPORATED BY REFERENCE:

- 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024);
- 52.223-10 Waste Reduction Program (MAY 2024) and;
- 52.223-19, Compliance with Environmental Management Systems (MAY 2011).

In accordance with the CAAC letter the following deviated clauses are incorporated into SECTION I-CONTRACT CLAUSES, C. FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT as detailed in the following paragraphs.

1-43 FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) [(DEVIATION FEB 2025)].

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock.

The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (~~7 CFR 3201.2~~**[7 CFR 4270.2]**).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline ~~(7 CFR part 3201, subpart B)~~ **available at <https://www.biopreferred.gov/resources/categories.html>**; and

(2) For which USDA has provided purchasing recommendations ~~(available at <https://www.biopreferred.gov> [~~**or 7 CFR part 4270]**~~)]~~.

(b) The Contractor shall report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product

categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
(c) Submit this report no later than—

- (1) October 31 of each year during contract performance;
- and
- (2) At the end of contract performance.

(End of clause)

1-44 FAR 52.223-10 Waste Reduction Program (MAY 2024) [(DEVIATION FEB 2025)]

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) ~~Consistent with the requirements of section 207 of Executive Order 14057, the~~ **[The]** Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR part 247).

(End of clause)

7. All other terms and conditions remain unchanged.