

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0265		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		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		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).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) FAR Part 43.103(a) Bilateral						
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: LUJEPCCRRT377 The purpose of this modification is to update the contract as follows: (a) Update Sub-CLIN 0003AA definitization date; (b) Add CD-2/3 Start of Construction to the UCA in Sub-CLIN 0003AA; (c) Update SubCLIN 0003AA to align with NTESS's Cost Accounting Disclosure Statement.							
See page 2 for additional details. 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) Sa			
		15C. DATE SIGNED 08/04/2025				16C. DATE SIGNED Aug 5, 2025	

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

- (a) Update Sub-CLIN 0003AA definitization date;
- (b) Add CD-2/3 Start of Construction to the UCA in Sub-CLIN 0003AA; and
- (c) Update SubCLIN 0003AA to align with NTESS's Cost Accounting Disclosure Statement.

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, 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.

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, CD-3C Construction Preparation Services, and CD-2/3 Start of Construction prior to definitization of the Sub-CLIN 0003AA. The Not To Exceed (NTE) amount for these activities is \$70M.

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 August 29, 2025.

The method for which costs will be accounted for will be in accordance with the contractor's disclosed practices. During the undefinitized contract period, the Contractor may continue to recover costs against the CLIN 0001 contract cost structure. Upon definitization of Sub-CLIN 0003AA, the Contractor shall retroactively adjust all negotiated costs incurred in the fiscal year of definitization to the final Sub-CLIN 0003AA contract cost structure, within the Contractor's published retroactive adjustment schedule. The Contractor shall not retroactively adjust costs incurred prior to the fiscal year of definitization.

3. All other terms and conditions remain unchanged.