

2. AMENDMENT/MODIFICATION NO. 0051	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	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: JAMES EANES
 1515 EUBANK BLVD. SE
 P.O. BOX 5800, MS-0180, 87185-0180
 ALBUQUERQUE NM 871850180

CODE 007113228 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-NA0003525

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 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)
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 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: Mutual Agreement of the Parties, FAR 43.103(a)(3) and H-14 CLAUSE UPDATES AND IMPLEMENTATION SECTION TO F
	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.)
 The purpose of this modification is to revise clauses B-3 CONTRACT FEE STRUCTURES, B-7 LEADERSHIP PERFORMANCE EVALUATION, and H-29 PERFORMANCE BASED MANAGEMENT SYSTEM.

Payment:
 OR for NNSA
 U.S. Department of Energy
 Oak Ridge Financial Service Center
 P.O. Box 5807
 Oak Ridge TN 37831
 Period of Performance: 01/18/2017 to 04/30/2022

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) James Eanes, Sr. Manager, Prime Contractor National Technology & Engineering Solutions of Sandia	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sarah R. Hammond
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 12/13/18
	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
	16C. DATE SIGNED 13 Dec 2018

1. **PURPOSE:** The purpose of this modification is to
 - a. Revise Clause B-3 CONTRACT FEE STRUCTURES
 - b. Revise Clause B-7 LEADERSHIP PERFORMANCE EVALUATION
 - c. Revise Clause H-29 PERFORMANCE BASED MANAGEMENT SYSTEM

2. **CHANGES TO THE CONTRACT:**

a. **PART I - THE SCHEDULE- SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS:**

1. B-3 CONTRACT FEE STRUCTURES paragraphs (a) thru (f) are deleted in their entirety and replaced as follows:

B-3 CONTRACT FEE STRUCTURES

(a) CLIN 0001 Fixed Fee (FF)

The estimated cost and FF for the Base Term of the Contract and for each Option Term, if exercised by DOE/NNSA are shown in paragraph B-2 (b) *Contract Type and Value*, Table 1.

All proposed team members must share the fee pool, whether they are subcontractors or members of a joint-venture, and no separate fee or profit will be paid on subcontracts with team members. The fee restriction above does not apply to members of the Contractor's team that are: (1) small business (es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section I Clause entitled, Mentor-Protégé Program; (3) a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) competitively awarded subcontracts for commercial items as defined in FAR Subpart 2.1.

(b) CLIN 0001 Award Fee (AF)

The available AF for each performance period of the Base Term and each Option Term, if exercised by DOE/NNSA, are shown in the tables in paragraph B-2 (b), *Contract Type and Value*. The Contractor shall be eligible to earn AF fee of up to the amount specified for each performance period of the Base Term (CLIN 0001B), in accordance with (e) of this clause.

(c) CLIN 0002: Strategic Partnership Projects – Fixed Fee (FF)

The FF for SPP for the Base Term and each Option, if exercised by DOE/NNSA, are shown in paragraph B-2 (c), *Contract Type and Value*, Table 2.

(d) Payment of Fixed Fee

The FF for the Base Term of the Contract (and option periods to the extent exercised) shall be paid monthly at the rate of one-twelfth (1/12) of the annual FF per month. 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.

(e) Payment of Award Fee

- (1) Award Fee Determination. The amount of AF earned will be based on the Contractor's performance as evaluated against the criteria established in B.7, PERFORMANCE EVALUTION. The amount of AF earned by the Contractor will be unilaterally determined by NNSA's Fee Determining Official (FDO), who will document his or her AF determination in a Fee Determination Letter.
- (2) Contractor Notification. No later than December 15 of each year (or the first business day thereafter, if December 15 is a Saturday, Sunday, or Federal Holiday), the Contracting Officer will notify the Contractor of the amount of AF earned and provide the Fee Determination Letter.
- (3) AF Delay. If the Contracting Officer does not notify the Contractor of the amount of AF earned by the date specified in (e) (2), the Contractor shall be entitled to interest on the AF earned, following the procedures outlined at 5 C.F.R. § 1315.10. For purposes of this calculation, the payment due date is considered to be the day after the date specified in (e) (2).
- (4) No Draw Down. The Contractor is not authorized to draw down the AF prior to receipt of the FDO's determination letter and authorization from the Contracting Officer via a contract modification.

(f) Unearned Fee

NNSA HQ will determine how unearned fee is reinvested in the Nuclear Security Enterprise (NSE). Unearned AF in a performance period will not be available for application to any future performance periods.

- (g) The Parties agree that a change made pursuant to the Changes clause of this Contract, DEAR 970.5243-1, or pursuant to any other clause of this Contract granting the Government the right to make unilateral changes to the Contract, shall not be considered a material change, and shall not warrant an equitable adjustment to fee (either FF, AF, or any fee established under any CLIN, including CLIN 0003), unless, at a minimum, it results in an increase or decrease of more than ten percent (10%) to the estimated costs stated in Tables 1 and 2 of this Clause, B-2, or as stated elsewhere in this Contract for CLIN 0003. However, this alone shall not be determinative of whether or not the change is a material change or otherwise warrants an equitable adjustment, and the Contracting Officer shall also consider other factors, including but not limited to, the degree of the change in the level and type of effort or work, and the degree of the change in the level of risk assumed by the contractor.

2. Replace B-7 LEADERSHIP PERFORMANCE EVALUATION in its entirety as follows:

B-7 PERFORMANCE EVALUATION

Performance Evaluation and Measurement Plan (PEMP). A PEMP will be developed by NNSA for this Contract which will document strategic performance expectations and the process by which the Contractor's performance will be evaluated. The Parties will strive to reach mutual agreement on the performance measures and will work together to establish the PEMP. In the event the parties cannot come to agreement, NNSA reserves the right to make the final decision and issue the PEMP unilaterally. The PEMP once finalized, whether bilaterally or unilaterally, will be incorporated into the Contract at Section J, Appendix L, by a contract modification. The Contracting Officer may revise the PEMP during an evaluation period of performance and will incorporate any revisions through a contract modification. No changes will be made with less than 60 days remaining in the evaluation period.

b. PART I - THE SCHEDULE - SECTION H - SPECIAL CONTRACT REQUIREMENTS

Revise Clause H-29 PERFORMANCE BASED MANAGEMENT SYSTEM to remove "Leadership" from the last sentence as follows:

H-29 PERFORMANCE BASED MANAGEMENT SYSTEM

This Contract is a management and operating performance-based contract, which holds the Contractor accountable for performance. This Contract uses performance measures as described in Contract Clause entitled "Performance Evaluation."

(END OF MODIFICATION)