

2. AMENDMENT/MODIFICATION NO. 0148	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA Production OFC NA-00-NPO 301 Bear Creek Road P.O. Box 2050 Oak Ridge TN 37830	CODE 05047	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CONSOLIDATED NUCLEAR SECURITY LLC Attn: MICHAEL VERMEULEN 301 BEAR CREEK RD OAK RIDGE TN 37831	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942
		10B. DATED (SEE ITEM 13) 01/08/2013
CODE    078390708	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 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)

**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: FAR 43.103(b) bilateral modification
	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 realign all performance years with the government fiscal years.  
Payment:  
OR for Oak Ridge/OSTI  
U.S. Department of Energy  
Oak Ridge Office  
Oak Ridge Financial Service Center  
P.O. Box 6017  
Oak Ridge TN 37831  
FOB: Destination

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) Morgan N. Smith, President and Chief Executive Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raymond E. Cruz, Jr.
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/29/18
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/29/2018

The purpose of this modification is to extend the Base Period of Performance by 3-Months and reduce the Final Option Year to 9-Months resulting in all Performance Periods (except Fiscal Year (FY) 2024) being aligned with the Government FY. There is no increase in overall Period of Performance or any change in Fee as a result of this change. As a result the following sections are updated:

A) Various items in Section B as described below; B) F-2 Period of Performance; and C) F-5 Evaluation of Performance and Exercise of Options(s)(This clause applies to CLIN 0001 Only):

**A. Section B: Supplies or Services and Price/Costs changes:**

**Section B, CLIN 0001B BASE TERM (1 JUL 2014 – 30 JUN 2019) is changed to:**

**CLIN 0001B BASE TERM (1 JUL 2014 – 30 SEP 2019)**

Services being Acquired under this CLIN: The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, material, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated Cost Savings Incentive Fee (CSIF)	CSIF Earned
1 Jul 2014 – 30 Sep 2015	\$29,949,750	\$19,966,500	\$49,916,250	\$41,330,657	\$21,439,000	\$18,599,621
1 Oct 2015 – 30 Sep 2016	NA	\$39,933,000	\$39,933,000	\$30,648,578	\$42,104,000	\$18,293,442
1 Oct 2016 – 30 Sep 2017	NA	\$39,933,000	\$39,933,000	\$34,921,409	\$28,930,000	Being Validated
1 Oct 2017 – 30 Sep 2018	NA	\$39,933,000	\$39,933,000		\$40,093,000	
1 Oct 2018 – 30 Sep 2019	NA	\$39,933,000	\$39,933,000		\$27,443,000	

[\*Performance Period 1 Jul 2014 – 30 Sep 2015 is a 15 month period of performance and Performance Period 10 Oct 2023 – 30 Jun 2024 is a 9 month period of performance to align with Government Fiscal Year]

**Section B, CLIN0001C OPTION I TERM (1 JUL 2019 – 30 JUN 2021) is changed to:**

**CLIN 0001C OPTION I TERM (1 OCT 2019 – 30 SEP 2021)**

*Services being Acquired under this CLIN:* If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated CSIF	CSIF Earned
1 Oct 2019 – 30 Sep 2020	NA	\$39,933,000	\$39,933,000		\$14,933,000	
1 Oct 2020 – 30 Sep 2021	NA	\$39,933,000	\$39,933,000		\$13,633,000	

**Section B, CLIN 0001D OPTION II TERM (1 JUL 2021 – 30 JUN 2023) is changed to:**

**CLIN 0001D OPTION II TERM (1 OCT 2021 – 30 SEP 2023)**

*Services being Acquired under this CLIN:* If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated CSIF	CSIF Earned
1 Oct 2021 – 30 Sep 2022	NA	\$39,933,000	\$39,933,000		\$14,070,000	
1 Oct 2022 – 30 Sep 2023	NA	\$39,933,000	\$39,933,000		\$13,515,000	

**Section B, CLIN 0001E OPTION III TERM (1 JUL 2023 – 30 JUN 2024) is changed to:**

**CLIN 0001E OPTION III TERM (1 OCT 2023 – 30 JUN 2024)**

*Services being Acquired under this CLIN:* If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated CSIF	CSIF Earned
1 Oct 2023 – 30 Jun 2024	NA	\$29,949,750	\$29,949,750		\$21,914,000	

**Section B, CLIN 0001H WORK FOR OTHERS/OTHER REIMBURSABLE WORK is changed to:**

**CLIN 0001H WORK FOR OTHERS/OTHER REIMBURSABLE WORK**

*Services being Acquired under this CLIN:* The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Work for Others/Other Reimbursable Work, and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely perform all Work For Others and Other Reimbursable Work efforts as directed by the Contracting Officer.

Performance Period	Estimated Cost	Available Fixed Fee	Estimated Cost + Available Fixed Fee	Actual Cost	Actual Fee Earned
1 Jul 2014 – 30 Sep 2015	\$41,161,000	\$1,235,000	\$42,396,000	\$38,030,466.67	\$1,140,914.00
1 Oct 2015 – 30 Sep 2016	\$43,934,854	\$1,318,046	\$45,252,900	\$37,088,447.33	\$1,112,653.42
1 Oct 2016 – 30 Sep 2017	\$38,900,000	\$1,167,000	\$40,067,000	\$39,068,943.00	\$1,172,068.29
1 Oct 2017 – 30 Sep 2018					
1 Oct 2018 – 30 Sep 2019					
OPTION I	*****	*****	*****		*****

1 Oct 2019 - 30 Sep 2020					
1 Oct 2020 - 30 Sep 2021					
OPTION II	*****	*****	*****		*****
1 Oct 2021 - 30 Sep 2022					
1 Oct 2022 - 30 Sep 2023					
OPTION III	*****	*****	*****		*****
1 Oct 2023 - 30 Jun 2024					

**Section F: Deliveries or Performance**

**B. Section F, F-2 Period of Performance paragraph (a) is changed to:**

(a) The Contract’s period of performance includes:

Transition Term – the effective date of the Contract through January 18, 2013 and March 3, 2014 through June 30, 2014;

Base Term – July 1, 2014 through Sep 30, 2019; and, if exercised;

Option Term 1 – Oct 1, 2019 through Sep 30, 2021; and, if exercised;

Option Term 2 – Oct 1, 2021 through Sep 30, 2023; and, if exercised;

Option Term 3 – Oct 1, 2023 through June 30, 2024 (9 month Period).

**C. Section F, F-5 Evaluation of Performance and Exercise of Option(s) (THIS CLAUSE APPLIES TO CLIN 0001 ONLY) Paragraph (a) is changed to:**

*(a) Option Exercise for Additional Term*

Gateway Decision: The Gateway Decision is a unilateral decision of the FDO based on the Contractor's performance rating under this Contract in accordance with the Performance Evaluation Plan. The Contractor’s delivery of cost savings reflected in the cost savings profile in Section J, Appendix D, Merger Transformation Plan will be taken into consideration in the Gateway Decision. The standard of performance for each Gateway Decision is such that the score in the annual PER is “very good” or above (or achieve 80% or better) under the Performance Evaluation Plan for the final year of the performance years evaluated for Exercise of Option Term 1 and each performance year evaluated for exercise of Option Terms 2 and 3. The total projected cost savings goal within the cost

savings profile in Section J, Appendix D, Merger Transformation Plan for the combined performance years evaluated is 80% for each Gateway Decision Point, as reflected in the table below. The FDO has the discretion to evaluate the Contractor’s achievements in cost savings in conjunction with Contractor performance in determining the Gateway Decision. If the FDO’s decision is to award additional term, the Contract will be modified unilaterally by the Contracting Officer to extend the term of the Contract, after considering NNSA requirements, in accordance with the Contract’s Section I Clause entitled “FAR 52.217-9, Option to Extend the Term of the Contract”.

Option Term 1: Commencing in Government Fiscal Year (GFY) 2018 of the Contract, the Contract’s period of performance may be extended for two additional years (Oct 1, 2019 through Sep 30, 2021) based on the standard of performance (score) and cost savings noted above.

Option Term 2: Commencing in GFY 2020 of the Contract, the Contract’s period of performance may be extended for two additional years (Oct 1, 2021 through Sep 30, 2023) based on the standard of performance (score) and cost savings noted above.

Option Term 3: Commencing in GFY 2022 of the Contract, the Contract’s period of performance may be extended for 9 months (Oct 1, 2023 through June 30, 2024) based on the standard of performance (score) and cost savings noted above.

The table below reflects Option Terms 1, 2, & 3.

	Gateway Decision Point	Performance Years Evaluated	Option Years Available
Option Term 1	2 <sup>nd</sup> Quarter of GFY 2018	1 Jul 2014 – 30 Sep 2017	6-7
Option Term 2	2 <sup>nd</sup> Quarter of GFY 2020	1 Oct 2017 – 30 Sep 2019	8-9
Option Term 3	2 <sup>nd</sup> Quarter of GFY 2022	1 Oct 2019 – 30 Sep 2021	10

**NOTE:** Evaluation of Performance is aligned with the CPEP and the GFY. There is no change in contract period of performance dates as a result of this alignment.

*NNSA will evaluate contract performance years 1-3 (July 1, 2014-Sep 30, 2017) to award Option Term 1 - contract years 6-7 (Oct 1, 2019-Sep 30, 2021)*

*NNSA will evaluate contract performance for years 4-5 (Oct 1, 2017-Sep 30, 2019) to award Option Term 2 - contract years 8-9 (Oct 1, 2021-Sep 30, 2023)*

*NNSA will evaluate contract performance years 6-7 (Oct 1, 2019-Sep 30, 2021) to award Option Term 3 - contract year 10 (9 month period) (Oct 1, 2023-June 30, 2024)*