

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
DE-AC52-06NA25396

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PAGES

2. AMENDMENT/MODIFICATION NO.
M052

3. EFFECTIVE DATE
See Block 16 C

4. REQUISITION/PURCHASE REQ. NO.
NA25396

5. PROJECT NO. (If applicable)

6. ISSUED BY
U.S. Department of Energy
National Nuclear Security Administration
Manager, Los Alamos Site Office
528 35th Street
Los Alamos, NM 87544

7. ADMINISTERED BY (If other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)

Los Alamos National Security, LLC
4200 West Jemez Road

Suite 400
Los Alamos, NM 87544

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC52-06NA25396

10B. DATED (SEE ITEM 13)
December 21, 2005

CODE 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 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 ACKNOWLEDGMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority):
X Clause No. 1.103 Changes (December 2000)

E. IMPORTANT: Contractor is required to sign this document and return 3 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 the language contained in Section H Clause 13, Award Term. The Department of Energy deletes section H-13 Award Terms in its entirety and substitutes that clause with a revises Section Clause 13, Award Term as follows:

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Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Rueben M. Rafferty Prime Contract Chief Los Alamos National Security, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Caroline T. Crooks Contracting Officer Los Alamos Site Office	
15B. CONTRACTOR/OFFEROR BY <u>Rm Rafferty</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>9/15/08</u>	16B. UNITED STATES OF AMERICA BY <u>Caroline T. Crooks</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>9/15/08</u>

H-13 AWARD TERM

- (a) Commencing in Fiscal Year 2008, the Contract's term as set forth in the Contract's Section F Clause entitled "Period of Performance" will be extended if, in its annual NNSA Performance Evaluation Report, the Contractor both: (1) obtains the required rating on the Performance Incentive Fee Sections' objectives contained in the Performance Evaluation Plan (PEP); and (2) meets the Award Term Incentives set forth in the Award Term Section of the PEP. If the Contractor does not receive the required rating in (1) above, this Award Term clause becomes inoperable for the associated evaluation period.
- (b) The NNSA Los Alamos Site Office Manager will make an award term recommendation to the NNSA Fee Determination Official (FDO) based upon his/her evaluation in accordance with paragraph (a) above. The decision whether to award additional term will be made by the FDO if the conditions in paragraph (a) above are met in conjunction with the annual performance evaluation determination.
- (c) The award term decision is a unilateral determination of the FDO.
- (d) If the FDO's determination is to award additional term, the Contract shall be modified unilaterally by the Contracting Officer to extend the term of the Contract by one year.
- (e) The Contract's maximum term, including all earned award term, shall not exceed the term identified in the Contract Section F Clause entitled "Period of Performance."
- (f) If the Contractor fails 4 times to earn award term, the operation of this Award Term clause will cease.
- (g) A significant failure as determined by the Contracting Officer of the Contractor's management controls, as defined in the Contract's Section I Clause entitled "Management Controls," or a performance failure, as utilized in the Contract's Section I Clause entitled "Conditional Payment Of Fee, Profit, Or Incentives – Facilities Management Contracts," by the Contractor may result in the forfeiture the current year Award Term and up to 4-years of previously earned award term, in addition to any other remedies provided for in the contract. Such reduction in Contract term, if exercised by the Government, does not constitute a termination action pursuant to the Contract's Section I Clause entitled "Termination (Cost Reimbursement) (May 2004) as modified by DEAR 970.4905-1(b)."

(h) The rights and remedies of the Government specified herein in this Award Term clause are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this Contract. This Award Term clause does not confer any other rights or remedies to the Contractor other than those specified in this Award Term clause.