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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF PAGES | |
| | | | | 16 | |
| 2. AMENDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQ. NO. | |
| P00002 | | See Block 16C | | | |
| 6. ISSUED BY | | CODE | | 7. ADMINISTERED BY (If other than Item 6) | |
| NNSA M&O Contracting Branch | | 892332 | | CODE | |
| NA-PAS-211 | | | | | |
| Albuquerque Complex | | | | | |
| P.O. Box 5400 | | | | | |
| Albuquerque NM 87185-5400 | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | (x) | | 9A. AMENDMENT OF SOLICITATION NO. | |
| PANTEXAS DETERRENCE, LLC | | | | | |
| Attn: Michael Southall | | | | 9B. DATED (SEE ITEM 11) | |
| 800 Main Street | | | | | |
| Lynchburg VA 245041566 | | | | | |
| CODE | | FACILITY CODE | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | |
| SPG7J8395CJ5 | | | | 89233224CNA000004 | |
| | | | | 10B. DATED (SEE ITEM 13) | |
| | | | | 06/13/2024 | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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: | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| X Mutual Agreement of the Parties and FAR 50.102-1(d) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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.) | | | | | |
| UEI: SPG7J8395CJ5 | | | | | |
| Purpose of this modification is to revise Section B-1 Services Being Acquired and add Clause H-39 to Section H Special Contract Requirements. See continuation page for details. | | | | | |
| Payment: | | | | | |
| OR for NNSA | | | | | |
| https://vipers.doe.gov | | | | | |
| Any questions, please contact | | | | | |
| by call/email 855-384-7377 or | | | | | |
| VipersSupport@hq.doe.gov | | | | | |
| 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) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| Heatherly H. Dukes, Manager, Board of Managers | | | Raymond E. Cruz Jr | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16C. DATE SIGNED | |
| [REDACTED] | | 10/29/24 | | 10/29/2024 | |

The purpose of this modification is to revise Section B-1 Services Being Required CLIN 0002A Base Period and CLIN 0003A Base period; add Clause H-39 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS AS USED IN FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (ALTERNATE I – APR 1984) (ADDED MOD P00002)

As a result of this modification the following is changed:

1. Section B-1 Services Being Required is changed:

From:

CLIN 0002A BASE PERIOD (YEARS 1-5)

The Base Period is five years of performance on a cost-plus-fixed-fee basis and an award fee basis.

To:

CLIN 0002A BASE PERIOD (YEARS 1-5)

The Base Period is five years of performance on a cost-plus-fixed-fee basis and an award fee basis. Period of performance is November 1, 2024, to October 31, 2029

From:

CLIN 0003A BASE PERIOD

The Base Period is five years of performance on a cost-plus-fixed-fee basis.

To:

CLIN 0003A BASE PERIOD

The Base Period is five years of performance on a cost-plus-fixed-fee basis. Period of performance is November 1, 2024, to October 31, 2029.

2. Section H Special Contract Requirements

Clause H-39 is added as such:

H-39 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS AS USED IN FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (ALTERNATE I – APR 1984) (ADDED MOD 0002)

- (a) The term "a risk defined in this contract as unusually hazardous or nuclear" as used in FAR Clause 52.250-1 means the risk of legal liability to third parties (including legal costs as defined in paragraph jj. of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2014, notwithstanding the fact that the claim or suit may not arise under section 170 of said Act, 42 U.S.C. § 2210) arising from actions or inactions in the course of the following work performed by the Contractor under this contract:

- (1) Research, design, testing, evaluation, production, assembly/disassembly, repair, maintenance, and storage of United States-owned nuclear weapons, as requested by the Department of Defense (DOD) under DOE's Stewardship role for the United States nuclear weapons stockpile.
- (2) Participation in activities in support of a nonproliferation, counterproliferation, or counterterrorism effort on behalf of the United States, outside of the United States, as described below in (i) and (ii):
 - (i) DOE's Accident Response Group (ARG)

ARG is a deployable capability to manage the technical resolution of accidents or significant incidents involving U.S. nuclear weapons that are in DOE custody at the time of an accident or incident. The ARG will also provide timely, worldwide support to DOD in resolving accidents and significant incidents involving U.S. nuclear weapons in DOD custody.
 - (ii) DOE's Joint Technical Operations Team (JTOT)

JTOT is a joint DOE/DOD/Federal Bureau of Investigation (FBI) team. The DOE part of this team is capable of: (1) providing technical operations advisory support and advanced technical assistance to the Coordinating Agency, FBI, and/or DOD; (2) providing an Emergency Response Home Team to provide extended technical support to other deployed operations; (3) performing a nuclear safety review for safe-to-ship determination to transfer a weapon of mass destruction to an appropriate disposal location; and (4) accepting custody of nuclear or radiological weapons of mass destruction on behalf of DOE and providing for the final disposition of the device.
- (3) Support of other United States-sponsored activities outside the United States, as requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or the Under Secretary for Nuclear Security and provided that the request or approval specifically makes the indemnity provided by this clause applicable thereto, involving:
 - (i) Transparency monitoring activities;
 - (ii) Inspection, packaging, transportation, and storage of weapons usable nuclear material;
 - (iii) Nuclear materials protection, control and accountability programs known as the Material Protection Control and Accounting Systems;

- (iv) Maintenance and repair of nuclear weapons conducted outside the United States, including the safe secure dismantlement of weapons outside of the United States;
 - (v) Responses to imminent terrorist or nuclear proliferation threats regardless of location outside the United States;
 - (vi) Dismantlement or conversion to non-military purposes of nuclear weapons, nuclear weapon components or nuclear materials which could be readily utilized either for the production or the fabrication of nuclear weapons without substantial further effort;
 - (vii) Development of the technology as part of Government programs for nuclear weapons deployment, nuclear weapons storage and stockpile stewardship, nuclear weapons transportation, nuclear weapons demilitarization/sanitization, nuclear weapons dismantlement or nuclear weapons disposition to the extent such work involves nuclear weapons located outside the United States, and provided in all cases that the requesting or approving official determines that such work is of a kind uniquely performed at the Government-owned nuclear weapons facilities or uniquely managed or over seen by the contractor-managers of such facilities; and
 - (viii) Other nonproliferation work relating to weapons-useable nuclear material.
- (4) As requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary, or the Under Secretary for Nuclear Security, nonproliferation, emergency response, antiterrorism activities, or critical national security activities that involve the use, detection, identification, assessment, control, containment, assembly, dismantlement, characterization, packaging, transportation, movement, storage, or disposal of nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices; provided that the activity relates to materials that are weapons usable or otherwise have the potential for mass destruction and further provided that the request or approval specifically makes the indemnity provided by this clause applicable to that particular activity.
- (b) The unusually hazardous or nuclear risks described above are indemnified to the extent that they are not covered by the Price-Anderson Act, Section 170d. of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2210(d)), or where the indemnification provided by the Price-Anderson Act is limited by the restriction on public liability imposed by section 170e. of the Atomic Energy Act of 1954, as amended (42 U.S.C.

Section 2210(e)), to an amount which is not sufficient to provide complete indemnification for the legal liability to which the contractor is exposed.

(c) Additional Definition of Terms

(1) As used in this H-39 clause, the term “nuclear materials” means source, special nuclear, or byproduct materials as those terms are defined in Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2014.

(2) As used in Clause I-14, entitled FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (ALTERNATIVE I) (APR 1984)

(i) the term “Contractor,” except as used in paragraphs (a) and (e) of I-14 FAR 52.250-1 means:

(A) PanTeXas Deterrence, LLC (PanTeXas Deterrence or PXD),

(B) PanTeXas Deterrence member organizations: BWX Technologies, Inc. (BWXT), Fluor Federal Services, Inc. (FFS), SOC LLC (SOC), The Texas A&M University System (TAMUS), and the corporate successors or corporate affiliates of each, and

(C) Employees, officers, and directors of (A) and/or (B) above named or threatened to be named as defendants in lawsuits or litigation threatened or initiated by third parties which seek to impose or establish, or which could result in, a risk which is defined in this contract as unusually hazardous or nuclear, on account of actions or inactions of PanTeXas Deterrence, or on account of the actions or inactions undertaken by the corporations or individuals identified in subparagraphs (a), (b), or (c) of FAR clause 52.250-1 for, and on behalf of, or with respect to, PanTeXas Deterrence, under this Contract;

(ii) the term “Contractor” as used in paragraphs (a) and (e) of FAR 52.250-1, Clause I-14 means PanTeXas Deterrence, LLC;

(iii) the term “Contractor’s business” means the management and operation of the Pantex Plant (Pantex) for the DOE/NNSA under this contract;

(iv) the terms “Contractor’s operations at any one plant or separate location in which this contract is being performed” and “a separate and complete major industrial operation in connection with the performance of this contract” mean the Pantex Plant facility located in Amarillo, Texas;

- (v) term “agency head” as used in this clause means the Secretary of Energy; and
- (vi) the term “corporate affiliate” as used in this clause means companies that own or control any of the member organizations of PXD, or any companies, other than PXD, that are owned or controlled by the member organizations of PXD.

All other Terms and Conditions remain unchanged as a result of this modification.