

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	4
2. AMENDMENT/MODIFICATION NO. 0141	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 21NA002157	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 Kansas City Field OFC NA-00-KC P.O. Box 410202 Kansas City MO 64141-0202	CODE	05004
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Honeywell Attn: Bert Gawthorp 23500 West 105th Street MS 300 Olathe KS 66061		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 007119050			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0002839	
			10B. DATED (SEE ITEM 13) 07/09/2015	
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)		Net Increase:		\$7,000,000.00
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).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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.) The purpose of this modification is to execute a settlement agreement between the National Nuclear Security Administration and Honeywell Federal Manufacturing Technologies, LLC. See continuation pages for details. Payment: Period of Performance: 07/09/2015 to 09/30/2021				
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) Bert W. Gawthorp, Jr. General Counsel		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher M. Duran		
15B. CONTRACTOR/OFFEROR [Redacted]	15C. DATE SIGNED September 28, 2021	16B. UNITED STATES OF AMERICA [Redacted]	16C. DATE SIGNED September 28, 2021	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

The purpose of this modification is to execute a settlement agreement between the National Nuclear Security Administration (NNSA) and Honeywell Federal Manufacturing Technologies, LLC (FM&T) and modify the contract accordingly. This modification does the following:

1. Modifies CLAUSE B-1, SERVICES BEING ACQUIRED to add CLIN 0001H AWARD FEE ADJUSTMENT FOR BASE YEARS 4 AND 5 (changes below in red, bold font):

B-1 SERVICES BEING ACQUIRED

CLIN 0001 MANAGEMENT AND OPERATION OF THE NATIONAL SECURITY CAMPUS

In accordance with the terms and conditions of this Contract, 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 operation of the National Security Campus (NSC) (formerly known as the Kansas City Plant).

CLIN 0001A TRANSITION TERM (MODIFIED 0006)

The Transition Term will be four months, on a cost reimbursement (no fee) basis, with an estimated cost of \$233,076.

CLIN 0001B BASE TERM

The Base Term is five years of performance on a cost-plus-award-fee basis.

CLIN 0001C OPTION TERM 1

Option Term 1 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001D OPTION TERM 2

Option Term 2 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001E OPTION TERM 3

Option Term 3 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001F OPTION TERM 4

Option Term 4 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001G OPTION TERM 5

Option Term 5 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001H FEE ADJUSTMENT FOR BASE TERM YEARS 4 AND 5

Award fee adjustment for Base Years 4 and 5.

**CLIN 0002 WORK FOR OTHERS AND OTHER REIMBURSABLE WORK
(MODIFIED 0017)**

“Reimbursable work” as used herein is the work performed by the Contractor that is not funded out of the Laboratory Table included in the President’s annual budget request for the National Security Campus. The Contractor shall, in accordance with Section J, Appendix A, Chapter II, paragraph 8.1 Work for Others (WFO) Program, 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.

CLIN 0002A BASE TERM

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

CLIN 0002B OPTION TERM 1

Option Term 1 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002C OPTION TERM 2

Option Term 2 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002D OPTION TERM 3

Option Term 3 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002E OPTION TERM 4

Option Term 4 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002F OPTION TERM 5

Option Term 5 is one year of performance on a cost-plus-fixed-fee basis.

2. Creates the following clause B-8, PAYMENT OF CLIN0001H FEE ADJUSTMENT FOR BASE YEARS 4 AND 5 to provide guidance to the Contractor on how to draw down funds related to the Settlement Agreement.

B-8, PAYMENT OF CLIN0001H FEE ADJUSTMENT FOR BASE YEARS 4 AND 5
Pursuant to the terms of the Settlement Agreement between the Contractor and the Government entered into on date September 28, 2021, CLIN0001H is funded in the amount of \$7,000,000, which is available for immediate draw down by the Contractor.

3. Incorporates executed Settlement Agreement into Contract DE-NA0002839—see attachment 1 of FM&T’s Contract DE-NA0002839, modification 0141.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is between the National Nuclear Security Administration (the “Administration”), on behalf of the United States Government (the “Government”), and Honeywell Federal Manufacturing & Technologies, LLC (“Contractor”) (each referred to herein as a “Party,” and, collectively, as the “Parties”).

WHEREAS, the Government awarded the Contractor contract DE-NA0002839 (the “Contract”) on July 15, 2015, for the management and operation of the Kansas City National Security Campus;

WHEREAS, on August 25, 2020, Contractor filed a certified claim asserting entitlement to an increase to the amount of available fee for Base Year 4 (FY2019), Base Year 5 (FY2020), Option Term 1 (FY2021), Option Term 2 (FY2022), Option Term 3 (FY2023), Option Term 4 (FY2024), and Option Term 5 (FY2025), pursuant to Department of Energy Acquisition Regulation § 970.5243-1, CHANGES (DEC 2020);

WHEREAS, after the Government denied the claim in a Contracting Officer’s Final Decision dated March 19, 2021, Contractor appealed the denial to the Civilian Board of Contract Appeals (the “CBCA”), on April 23, 2021, and the appeal was docketed as CBCA Appeal Number 7110;

WHEREAS, the Parties intend to resolve, compromise, and settle Contractor’s appeal with regard to Base Years 4 and 5;

NOW THEREFORE, in consideration of the promises set forth herein and for good and valuable consideration, the Parties mutually agree as follows:

(a) One-Time Payment of \$7,000,000. In full resolution of Contractor’s claim for an adjustment to the award fee for Base Years 4 and 5 (FY2019 and 2020) under the Contract, the Government will make a one-time payment of \$7,000,000 to the Contractor. This payment will be added to the Contract through a bilateral modification (the “Modification”), executed prior to October 1, 2021.

(b) Release of Claims. Upon execution of this Agreement and the Modification, Contractor releases the Government and its contractors and their officers, agents, representatives, and employees from all claims regarding the award fee associated with Base Years 4 and 5 under the Contract for work performed prior to October 1, 2020. The terms of this Settlement Agreement do not have any bearing on, and will not create any precedent in, any future discussions of, or litigation relating to, Contractor’s outstanding claims related to the Option Terms of its Contract (Fiscal Years 2021-25), except as established in (c) below.

(c) Stay of Appeal. The Parties agree that proceedings of CBCA Appeal No. 7110 will be stayed until October 20, 2021, while the Parties engage in good-faith negotiations to resolve Contractor’s outstanding claims included in CBCA Appeal No. 7110.

(d) Adequacy and Sufficiency of Consideration. The Parties acknowledge the adequacy and sufficiency of the consideration herein.

(e) Costs and Attorneys’ Fees. Each Party is responsible for its own costs and attorneys’ fees related to the resolution of Contractor’s claim and appeal seeking adjustment to available award fee for Base Years 4 and 5, including all requests and claims that preceded the claim, appeal and this Agreement.

(f) Integration. There are no collateral agreements, reservations, or understandings between the Government and Contractor, either expressed or implied, oral or written, except as specifically set forth herein. No modification to this Agreement shall be binding unless it is reduced to writing and signed by the authorized representatives of the Parties. This Agreement is the joint product of Contractor and the Government, and it shall not be construed against either Party on the ground of sole authorship.

(g) No Admission of Liability. This Agreement does not constitute an admission of liability by either the Government or Contractor in relation to Contractor's claim or appeal.

(h) Representation and Binding Nature. All persons executing this Agreement confirm and state that they are duly authorized to execute this Agreement, have carefully read the foregoing, know the contents hereof, and sign their name freely. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their heirs, executors, administrators, agents, representatives, attorneys, successors, assigns, subsidiaries, parents, and affiliates.

(i) Exceptions. The Parties agree that specifically excluded from the scope and terms of this Agreement are actions and/or claims (i) involving fraud pursuant to the CDA; (ii) any criminal, administrative, or civil claims arising under internal revenue laws, IRS Code, or regulations promulgated thereunder, or any other tax related claims; and (iii) any other claims or administrative remedies available to the Government. Further, this Agreement does not preclude the Government from pursuing any investigations, claims, or remedies against the Contractor, of whatsoever nature, if the Government becomes aware of any false or materially inaccurate facts or information provided by Contractor in relation to this Agreement or the subject-matter addressed herein.

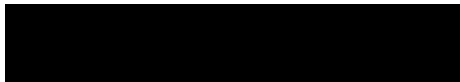
(j) Counterparts. This Agreement may be executed in two counterparts, each of which, when so executed, shall be deemed to constitute an original and all of which, when taken together, shall constitute one and the same Agreement. Facsimile, and electronic copies of, signatures shall be deemed originals.

(k) Execution and Effective Date. This Agreement shall not be binding until it is signed by both Parties. This Agreement shall become effective on the date it is signed by the last Party to sign, which shall constitute the Effective Date as defined herein.

IN WITNESS WHEREOF, Contractor and the Government have caused this Agreement to be executed by their duly-authorized officers and representatives, respectively, on the dates indicated below.

Honeywell Federal Manufacturing & Technologies LLC

By:



Bert W. Gawthorp, Jr.
FM&T General Counsel
Honeywell FM&T, LLC
Date: September 27, 2021

National Nuclear Security Administration

By:



Christopher Duran
Contracting Officer
Office of Acquisition Management, NNSA
Date: September 28, 2021