

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 13	
2. AMENDMENT/MODIFICATION NO. 0252		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		CODE 892332		5. PROJECT NO. (If applicable) 05047	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Consolidated Nuclear Security, LLC Attn: WILLIE WILSON PO Box 2009 Oak Ridge TN 37830		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 078390708		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942	
				10B. DATED (SEE ITEM 13) 01/08/2013	

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 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)

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:
X	D. OTHER (Specify type of modification and authority) Unilateral in Accordance with 52.217-8

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 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 Extend 6-months in accordance with 52.217-8
Payment:
Period of Performance: 07/01/2014 to 09/30/2022

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)		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	16B. DATE SIGNED 3/17/2022	16C. DATE SIGNED

Previous edition unusable

1. PURPOSE

The purpose of this modification is to extend the contract by six-months in accordance with FAR 52.217-8 Option to Extend Services. CLIN 0001I MANAGEMENT AND OPERATION (M&O) OF Y12/PX and CLIN 0001J STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK period of performance is extended six months. As a result of the extension, Clause's B-1 Contract Type and Value, B-2 Contract Fee Structures, B-7 Performance Evaluation and Measurement Plan (PEMP), and F-2 Period of Performance are updated to reflect the six-month extension.

2. CHANGES TO THE CONTRACT

As a result of modification, the changes to the contract are as follows:

- a. **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, CLIN 0001I and CLIN 0001J** are modified as follows:

CLIN 0001I MANAGEMENT AND OPERATION (M&O) OF Y12/PX (October 1, 2021 – Sept. 30, 2022)

Services being Acquired under this CLIN: 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 completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001J, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects the parties mutually agree will be performed under CLIN 0003. The period of performance for this CLIN is 1 year. The fee available under CLIN 0001I for the period 10/1/2021 to 3/31/2022 is:

Performance Period	Fixed Fee (FF)	Available Award Fee (AF)	Total Available Fee (FF + AF)	Total Earned Award Fee	Cost Savings Fixed Fee	Total Earned Fee
October 2021	\$ 697,000	\$ 3,571,000	\$ 4,268,000	TBD	\$ 679,000	TBD
November 2021	\$ 880,000	\$ 4,511,000	\$ 5,391,000	TBD	\$ 856,000	TBD
December 2021	\$ 919,000	\$ 4,710,000	\$ 5,629,000	TBD	\$ 894,000	TBD
January 2022	\$ 826,000	\$ 4,232,000	\$ 5,058,000	TBD	\$ 803,000	TBD
February 2022	\$ 870,000	\$ 4,460,000	\$ 5,330,000	TBD	\$ 847,000	TBD
March 2022	\$ 1,041,000	\$ 5,337,000	\$ 6,378,000	TBD	\$ 1,013,000	TBD
Total	\$ 5,233,000	\$ 26,821,000	\$ 32,054,000	TBD	\$ 5,092,000	TBD

The fee available for the period 4/1/2022 to 09/30/2022 is:

Performance Period	Fixed Fee (FF)	Award Fee (AF)	Total Available Fee (FF+AF)	Total Earned AF	Total Earned Fee
April 2022	\$899,000	\$4,605,000	\$5,504,000	TBD	TBD
May 2022	\$903,000	\$4,627,000	\$5,530,000	TBD	TBD
June 2022	\$995,000	\$5,100,000	\$6,095,000	TBD	TBD
July 2022	\$905,000	\$4,638,000	\$5,543,000	TBD	TBD
August 2022	\$972,000	\$4,982,000	\$5,954,000	TBD	TBD
September 2022	\$1,207,000	\$6,185,000	\$7,392,000	TBD	TBD
Total	\$5,881,000	\$30,137,000	\$36,018,000	TBD	TBD

CLIN 0001J STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK

Services being Acquired under this CLIN: The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Strategic Partnership Projects/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 Strategic Partnership Projects and Other Reimbursable Work efforts as directed by the Contracting Officer.

The period of performance for this CLIN is 1 year as specified in the tables below. The fixed fee under CLIN 0001J for the period 10/1/2021 to 3/31/2022 is:

CLIN 0001J STRATEGIC PARTNERSHIP PROJECTS /OTHER REIMBURSABLE WORK			
Period	Fee Base	Fixed Fee	Fee Base + Fixed Fee
October 2021	\$3,938,000	\$98,000	\$4,036,000
November 2021	\$3,821,000	\$96,000	\$3,917,000
December 2021	\$2,421,000	\$61,000	\$2,482,000
January 2022	\$3,224,000	\$81,000	\$3,305,000
February 2022	\$2,924,000	\$73,000	\$2,997,000
March 2022	\$4,136,000	\$103,000	\$4,239,000
Total	\$20,464,000	\$512,000	\$20,976,000

The fee available for the period 4/1/2022 to 09/30/2022 is:

CLIN 0001J STRATEGIC PARTNERSHIP PROJECTS /OTHER REIMBURSABLE WORK			
Period	Fee Base	Fixed Fee	Fee Base + Fixed Fee
April 2022	\$2,730,000	\$68,000	\$2,798,000
May 2022	\$2,530,000	\$63,000	\$2,593,000
June 2022	\$3,376,000	\$84,000	\$3,460,000
July 2022	\$4,018,000	\$100,000	\$4,118,000
August 2022	\$2,695,000	\$67,000	\$2,762,000
September 2022	\$4,294,000	\$107,000	\$4,401,000
Total	\$19,643,000	\$489,000	\$20,132,000

b. **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, Clauses B-1 Contract Type and Value, B-2 Contract Fee Structures, and B-7 Performance Evaluation and Measurement Plan (PEMP)** are modified as Follows:

B-1 CONTRACT TYPE AND VALUE

This is a Performance Based Contract for the Management and Operation of DOE/NNSA facilities governed by FAR 17.6, DEAR 917.6 and DEAR Part 970. It is a Management and Operating (M&O) cost-reimbursement Contract with terms for a Fixed Fee, Award Fee, and Cost Savings Incentive Fee for CLIN 0001 and terms for a Fixed Fee and Incentive Fee for CLIN 0002. The contract types and values under CLIN 0003 shall be established as each Sub-CLIN is awarded under CLIN 0003.

The total estimated cost, excluding fee and Strategic Partnership Projects/Other Reimbursable Work related to NNSA work:

Year	Total
1	\$1,775,166,000
2	\$1,814,749,907
3	\$2,021,030,633
4	\$2,244,534,807
5	\$2,631,698,436
OPTION I	
6	\$2,879,573,859
7	

6-month Extension Period	
(Oct 1, 2021 – March 31, 2022)	
6-month Extension Period	
(April 1, 2022 – Sept 30, 2022)	
OPTION II	Not Exercised
8	
9	
OPTION III	Not Exercised
10	

[Table to be completed by the Government during the term of the Contract.]

B-2 CONTRACT FEE STRUCTURES

(a) Fee Structure for CLIN 0001

(1) Definitions.

Total Available Fee = Fixed Fee + Award Fee

- (2) The Total Available Fee for the Base Term of the Contract, and the option period(s), if exercised by NNSA, is shown in the tables for CLIN 0001B, 0001C, 0001D, and 0001E, including 0001G, if exercised. The Total Available Fee shall not exceed 3.5% of the FY 2011 budget (\$1.33B for both Pantex Plant and Y-12, and \$1.50B should SRTO option be exercised).

The Total Available Fee for 6-month extension period (October 1, 2021 – March 31, 2022), excluding Strategic Partnership/Other Reimbursable Work, is shown in the CLIN 0001I table. The Total Available Fee shall not exceed the mutually agreed upon amount reflected in the CLIN 0001I table.

The Total Available Fee for 6-month extension period (April 1, 2022 – Sept 30, 2022), excluding Strategic Partnership/Other Reimbursable Work, is shown in the CLIN 0001I table. The Total Available Fee shall not exceed the amount reflected in the CLIN 0001I table.

(i) Fixed Fee

The Contractor will be paid a Fixed Fee (except as identified in Section B, B-2(a)(4), Strategic Partnership Projects/Other Reimbursable Work Fixed Fee) during the first year of the Base Term in the CLIN 0001B table. No Fixed Fee will be paid for the remaining years of the Contract except as noted below for the two 6-month extension periods from October 1, 2021 - March 31, 2022 and April 1, 2022 – Sept 30, 2022.

The Contractor will be paid a fixed fee for the 6-month extension period (October 1, 2021 – March 31, 2022) as identified in the CLIN 0001I table.

The Contractor will be paid a fixed fee for the 6-month extension period (April 1, 2022 – Sept 30, 2022) as identified in the CLIN 0001I table.

(ii) Award Fee

The Contractor will be paid an Award Fee for accomplishments under the Performance Evaluation and Measurement Plan (PEMP). The Available Award Fee is reflected in the above table for CLINs 0001B, 0001C, 0001D, and 0001E, including 0001G, if exercised.

The Contractor will be paid an Award Fee for the 6-month extension period (October 1, 2021 – March 31, 2022) for accomplishments under the PEMP. The Available Award Fee for the 6-month extension period is reflected in the CLIN 0001I table.

The Contractor will be paid an Award Fee for the 6-month extension period (April 1, 2022 – Sept 30, 2022) for accomplishments under the PEMP. The Available Award Fee for this 6-month extension period is reflected in the CLIN 0001I table.

(3) Cost Savings Incentive Fee

The Contractor will be paid a Cost Savings Incentive Fee under the approved Cost Reduction Proposal (CRP) submitted in accordance with the Contract's Section I Clause entitled "DEAR 970.5215-4, Cost Reduction". In the event savings are not sustained through FY2021, as verified by the Government, the Government is entitled to reimbursement of previously paid CSIF and will obtain it out of future fee. Payment will be made promptly but not later than 90 days after the cost baseline data and adequate records to support validation are supplied to the Government to make a decision on the share of cost savings.

Transition Term: The Contractor may begin cost savings initiatives before the CRP is approved and may be eligible for cost savings incentive fee if the terms of the Contract's Section I Clause entitled "DEAR 970.5215-4, Cost Reduction" can be met. Cost savings initiatives before the CRP is approved could include changes in the full-time equivalent (FTE) baseline during the Transition Term, provided there is a corresponding reduction in costs. Savings will be paid in accordance with the Contract's Section I Clause entitled "DEAR 970.5215-4, Cost Reduction".

6-Month Extension Period (October 1, 2021 – March 31, 2022): The cost saving program, as implemented under CLIN 0001B through CLIN 0001C, ends September 30, 2021. The Contractor will not be eligible to earn CSIF for the 6-month extension period from October 1, 2021 - March 31, 2022, or for any subsequent contract period. During the 6-month extension period from October 1, 2021 - March 31, 2022, the Contractor will be paid a monthly Cost Savings Fixed Fee, as negotiated, and reflected in the CLIN 00001I table above. This amount is in addition to CSIF that may be payable to CNS for FY 2021 after validation by CNS and verification by NNSA in response to the Cost Savings Validation Report. During the 6-month extension period, the Contractor agrees that it shall not take any action that increases cost or staffing levels beyond those levels set forth in the approved FY 2022 Annual Controlled Baseline (ACB), unless approved by the Contracting Officer.

(4) Strategic Partnership Projects/Other Reimbursable Work Fixed Fee

The estimated cost and the available Fixed Fee for Strategic Partnership Projects/Other Reimbursable Work during the Base Term of the Contract and for each Option Term will be established by the NNSA prior to the commencement of the applicable year of the Contract and will be incorporated into the CLIN 0001H table through a modification to this Contract. The Fixed-Fee for Strategic Partnership Projects/Other Reimbursable Work will be up to 3% of the estimated cost of each project. If the work sponsor or the Government subsequently orders material changes in the amount or character of the Strategic Partnership Projects/Other Reimbursable Work, an equitable adjustment of the fee, if any, shall be made in accordance with the Contract's Section I Clause entitled "DEAR 970.5243-1, Changes." If the Contractor anticipates the amount of estimated cost to change for Strategic Partnership Projects/Other Reimbursable Work due to new or deleted reimbursable work projects, an adjustment to the estimated cost and Strategic Partnership Projects/Other Reimbursable Work Fixed Fee for reimbursable work shall be submitted for approval by the Contracting Officer. Strategic Partnership Projects Fixed Fee is not a component of Total Available Fee under CLIN's 0001B, 0001C, 0001D, 0001E and 0001G, if exercised.

A Fixed Fee for the 6-month extension period (October 1, 2021 – March 31, 2022) will be paid monthly at the amounts reflected in the in CLIN0001J table. Strategic Partnership Projects Fixed Fee is not a component of Total Available Fee under CLIN's 0001B, 0001C, or CLIN 0001I.

A Fixed Fee for the 6-month extension period (April 1, 2022 – Sept 30, 2022) will be paid monthly at the amounts reflected in the in CLIN0001J table. Strategic Partnership Projects Fixed Fee is not a component of Total Available Fee under CLIN's 0001B, 0001C, or CLIN 0001I.

(5) Provisional Payment of Fee

- (i) The Fixed Fee for the Base Term of the Contract shall be paid monthly at the rate of one-twelfth (1/12) of the annual Fixed Fee 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.

For the 6-month period (October 1, 2021 – March 31, 2022) the fixed fee shall be paid monthly as shown in CLIN 0001I and CLIN 0001J tables. 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.

For the 6-month period (April 1, 2022 – Sept 30, 2022) the fixed fee shall be paid monthly as shown in CLIN 0001I and CLIN 0001J tables. 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.

- (ii) The Award Fee is authorized for draw down by the Contractor from the Contract's special financial institution account as follows:
 - (A) In monthly provisional fee payments equivalent to 3% of the Available Award Fee (with the understanding that the Contractor is authorized to draw down 51% of the total Available FY 2019 Award Fee on a provisional basis), or
 - (B) Upon completion of milestones or any other methodology as set forth in the Performance Evaluation and Measurement Plan and its supporting documentation; and
 - (C) The balance, if any, upon issuance of the Contracting Officer's notification in accordance with Section B, B-7, Performance Evaluation and Measurement Plan.
 - (D) If the provisional payments made above exceed the Award Fee earned or the Contractor fails to fully accomplish the objective/incentive for which it has received milestone completion or provisional payments, the Contracting Officer will determine if the Contractor is to refund all or part of the provisional fee it has received. Any refund made shall include interest. Interest will be paid at the published prime rate of the financial institution (depository) in which the special account is established or at the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563) whichever is higher, which is applicable to the period in which any unearned payments were made. Interest paid resulting from this clause is an unallowable cost.
 - (E) The Contractor shall remit any balance due payable to the Government in accordance with directions to be provided by the Contracting Officer.
 - (F) For the 6-month extension period (October 1, 2021 – March 31, 2022), the contractor is authorized to draw down 50% of total monthly available Award Fee per month shown in CLIN 0001I. 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.

For the 6-month extension period (April 1, 2022 – Sept 30, 2022), the contractor is authorized to draw down 50% of total monthly available Award Fee per month shown in CLIN 0001I. 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.

- (iii) The Contractor is authorized semi-annual provisional payments of the Cost Savings Incentive Fee. The Contractor is authorized to be paid on March 31 and September 30 of each year of the 24-month fee sharing period. Each semiannual provisional CSIF payment may be up to 50% of the fee associated with the sustainment of savings validated by NNSA and up to 25% of the CSIF associated with that year's claimable savings from the approved CRP. If the provisional payment results in overpayment, the Contracting Officer will determine if the Contractor is to refund all or part of the provisional fee it has received. Any refund made shall include interest. Interest will be paid at the published prime rate of the financial institution (depository) in which the special account is established or at the

interest rate established by the Secretary of Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563) whichever is higher, which is applicable to the period in which any unearned payments were made. Interest paid for this clause is an unallowable cost.

For the 6-month extension period (October 1, 2021 – March 31, 2022), the contractor is authorized to draw the Cost Savings Fixed Fee monthly as shown in the CLIN 0001I table. 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.

(6) Unearned Fee

NNSA HQ will determine how unearned fee is reinvested in the Nuclear Security Enterprise. Unearned fee will not be available for future performance periods.

- (7) Except for the conditions identified in this clause, there shall be no adjustment in the amount of the Contractor's fee by reason of differences between the FY11 budgeted cost for performance of the work under this Contract and the actual cost of performance of that work.

(b) Fee Structures for CLIN 0002

(1) Definitions

Available Fee = Unrealized Cost Objective Fee + Schedule Objective Fee.

- (2) The Available Fee or Fixed Fee for CLIN 0002 scope is shown at the SUB-CLIN level for each discrete scope of work, with specific details of the fee structure included in Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.
- (3) Notwithstanding the Contract's Section I Clause entitled "DEAR 970.5243-1, Changes," the Contractor's proposed fee percentage (5%) is not subject to adjustment but will be used by the Government for establishing the target performance objective, in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.

(4) SUB-CLIN Contract Values

- (i) The estimated values in the SUB-CLIN level will be updated by the Contracting Officer by bilateral Contract modification as required to reflect any negotiated changes to the UPF Fee Plan and Supplementary Annexes.
- (ii) The estimated contract price values in the SUB-CLIN level will be updated with the final contract price values by the Contracting Officer via a bilateral Contract modification after

the final fee determinations are made by the Government.

(5) Provisional Payment of Fee

- (i) Provisional payment of fee for CLIN 0002 shall be requested by the Contractor and approved by the Contracting Officer in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.
- (ii) The balance of Available Fee or Fixed Fee, if any, will be paid upon issuance of the Contracting Officer's notification in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.
- (A) If the provisional payments made above exceed the Total Earned Fee in CLIN 0002, or the Contractor fails to fully accomplish the performance objectives for which it has received provisional payments, the Contracting Officer will determine if the Contractor is to refund all or part of the provisional fee it has received.
- (B) The Contractor shall remit any balance due payable to the Government in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.

(6) Earned Payment of Fee

- i. Earned Fee is due the Contractor by virtue of its meeting the stated performance objectives for completing the CLIN 0002 Contract requirements and deliverables entitling it to fee, in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.
- ii. All fee is 100% at risk until earned. How and when fee is earned will be negotiated and captured in each Annex. All fee is subject to the terms and conditions of this Contract, including any special contract requirements, in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes.
- iii. All negotiated fee associated with the cost performance objective shall be provisional through the end of the project and/or contract, until a Final Fee Determination is made, in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes."

(c) Fee Structures for CLIN 0003 Capital Construction Projects

The fee structure(s), and associated terms and conditions established under CLIN 0003 will be determined when each Sub-CLIN is awarded.

B-7 PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

- (a) Performance Evaluation and Measurement Plan. A PEMP developed by NNSA for this Contract, with Contractor input, shall document the process by which the Contractor's performance will be evaluated, except for the work covered by CLIN 0002, which will have a separate plan as outlined in Section B, B-8, UPF Fee Plan. The Parties will strive to reach mutual agreement on expected business, operational and technical performance and will work together to establish the performance evaluation plan. In the event the parties cannot come to agreement on the PEMP, the NNSA Production Office (NPO) Manager reserves the unilateral right to make the final decision, including changes thereto, on all performance objectives, goals, and measures and the methodology used to evaluate Contractor performance. The PEMP shall be finalized, whether bilaterally or unilaterally, prior to the start of an evaluation period and incorporated into the Contract at Section J, Appendix B-1, Performance Evaluation and Measurement Plan by a formal contract modification executed by the Contracting Officer. The NPO Manager and Contracting Officer may revise the PEMP, consistent with Section J, Appendix A, Statement of Work (SOW), during the evaluation period of performance. The Contracting Officer will incorporate any revisions to the PEMP through a contract modification. No changes will be made to the PEMP with less than 60 days remaining in the evaluation period.
- (b) Contractor Appraisal Self-Assessment Report. A periodic self-assessment shall be prepared by the Contractor for consideration by the Government in developing an annual Performance Evaluation Report (PER).
- (c) Determination of Award Fee.
 - (1) Award Fee (AF) Determination. The amount of AF earned will be based on the Contractor's performance as evaluated against the Performance Evaluation and Measurement Plan (PEMP). The amount of AF earned will be unilaterally determined by NNSA's Fee Determining Official (FDO), who will document the amount and the basis of the AF determination in a Fee Determination Letter.
 - (2) Contractor Notification. Each year (except for the year 2019), no later than December 15 (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. For the year 2019 specifically, the Contracting Officer will notify the Contractor of the amount of AF earned and provide the Fee Determination Letter at the time the Option Term 2 Gateway Decision Point is determined by the Fee Determining Official. This shall occur not later than June 30, 2020.

For the 6-month extension period (October 1, 2021 – March 31, 2022), the Contracting Officer will notify the Contractor of the amount and the basis of the AF earned and provide the Fee Determination Letter no later than June 15, 2022.

For the 6-month extension period (April 1, 2022 – Sept 30, 2022), the Contracting Officer will notify the Contractor of the amount and the basis of the AF earned and provide the Fee Determination Letter no later than December 15 (or the first business

day thereafter, if December 15 is a Saturday, Sunday, or Federal holiday).

- (3) AF Delay. If the Contracting Officer does not notify the Contractor of the amount of AF earned by the date specified in (b), 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 (c)(2) above.

Other Reductions to AF. In the event that the Contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirements it will be considered by the FDO, or his designee, who may adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the Clause I-18 of the contract, entitled "Conditional Payment of Fee, Profit, and other Incentives- Facility Management Contracts."

c. **SECTION F – INSPECTION AND ACCEPTANCE, Clause F-2 Period of Performance** is modified as follows:

F-2 PERIOD OF PERFORMANCE

The effective date of the Contract is the award date identified in Section A.

- (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)*.

6-month Extension – Oct 1, 2021, through March 31, 2022, exercised.

6-month Extension – April 1, 2022, through Sept 30, 2022, exercised.

*Note: Option Terms 2 and 3 were not exercised.

- (b) The period of performance of this Contract will expire Sept 30, 2022, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The Contract period of performance may be extended in increments, or portions thereof, for up to an additional period of five years of performance in accordance with Section F, F-5, Evaluation of Performance and Exercise of Option(s). The Contract's maximum period of performance, including the Transition Term and Options, if exercised, shall not exceed ten (10) years, nineteen weeks.

- (c) The Transition Term shall be for the transition activities identified in Section J, Appendix C, Transition Plan. The Contractor's responsibility for management and operation of the Sites against the Statement of Work shall commence with the Base Term. The Option Terms 1-3 conditions are set forth in Section F, F-5, Evaluation of Performance and Exercise of Option(s)."