

2. AMENDMENT/MODIFICATION NO. 0184	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05115	7. ADMINISTERED BY (If other than Item 6) NNSA Sandia Field OFC NA-00-SN Sandia Field Office (MS 0184) P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05005
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) National Technology & Engineering Solutions of Sandia, LLC Attn: Richard Sweeney 1515 EUBANK BLVD. SE P.O. BOX 5800, MS-0180, 87185-0180 ALBUQUERQUE NM 871850180	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003525
		10B. DATED (SEE ITEM 13) 12/16/2016

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)
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:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a), Mutual Agreement of the Parties; DEAR 970.5204-2 Dec 2000 Deviation

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.)
UEI: LUJEP CRT377
See Page 2.
Payment:
Period of Performance: 01/18/2017 to 04/30/2027

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) Richard Sweeney	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria D. Trujillo
15B. CONTRACTOR/OFFEROR [Redacted Signature]	15C. DATE SIGNED [Redacted Date]
16B. UNITED STATES OF AMERICA [Redacted Signature]	16C. DATE SIGNED 07-03-23

The Purpose of this Modification is to update *SECTION H: SPECIAL CONTRACT REQUIREMENTS, SECTION I – CONTRACT CLAUSES, Appendix B - List of Applicable Directives, and Appendix C - Personnel Appendix* as follows:

1. *SECTION H: SPECIAL CONTRACT REQUIREMENTS*, clause *H-10 CONFERENCE MANAGEMENT (SEP 2015)*; remove clause *H-10 CONFERENCE MANAGEMENT (SEP 2015)* in its entirety and replace with the following:

H-10 CONFERENCE MANAGEMENT (MAR 2023)

The Contractor agrees that:

- (a) The contractor shall ensure that contractor-sponsored conferences, and contractor participation in DOE conferences sponsored by a Departmental Element, reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor shall ensure its sponsored conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, “conference” is first defined by the Federal Travel Regulation (FTR) as “[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404.” Additionally, the Department’s conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.
- (c) Contractor-sponsored conferences include those events that meet the Department’s expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.
- (d) Merely providing the contractor’s facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.
- (e) The contractor will provide information on conferences they plan to sponsor, when expected costs exceed \$100,000 in net costs to the Department, in the Department’s Conference Management Tool (CMT), including:
 - 1) Conference title, description, and date
 - 2) Location and venue

- 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, attendee registration costs
 - 6) Number of attendees
- (f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer and approved by the corresponding federal executive oversight entity.
- (g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the contractor will not expend funds on the proposed conference that exceeds \$100,000 in net estimated DOE cost, until it is approved in the CMT by the management of the Departmental Element sponsoring the conference,
- 1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.
 - 2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.
 - 3) The contractor will provide cost and attendance information on their participation in all DOE- sponsored conferences in the DOE Conference Management Tool.
- (h) For conferences sponsored by a non-DOE external entity, the contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.
- (i) Contractors are not required to enter participation or cost information on conferences sponsored by a non-DOE external entity in DOE'S Conference Management Tool.

(End of Clause)

2. *SECTION H: SPECIAL CONTRACT REQUIREMENTS*, clause *H-14 CLAUSE UPDATES AND IMPLEMENTATION SECTION TO FAR CLAUSES*; Federal Register, volume 88, No. 80, dated April 26, 2023, removed *FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)* from the FAR. As a result, paragraph (b)(3) is

removed from clause H-14, and paragraph (b)(4) is renumbered as paragraph (b)(3).

3. *SECTION I - CONTRACT CLAUSES, subsection A. FAR CLAUSES INCORPORATED BY REFERENCE*; update the “Date of the Clause” in the table as follows:

FAR Number	Clause Title	Date of Clause	
		From	To
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Sept 2021	Oct 2022
52.219-8	Utilization of Small Business Concerns	Oct 2018	Oct 2022
52.219-9	Small Business Subcontracting Plan	Nov 2021	Oct 2022
52.222-54	Employment Eligibility Verification	Nov 2011	May 2022
52.225-1	Buy American-Supplies	Nov 2021	Oct 2022
52.242-3	Penalties for Unallowable Costs	Sept 2021	Dec 2022

4. *SECTION I - CONTRACT CLAUSES, subsection A. FAR CLAUSES INCORPORATED BY REFERENCE*; add the following clause to the table:

FAR Number	Clause Title <i>(Any insertions appear below the title in italics)</i>	Date of Clause
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	Jan 2022

5. *SECTION I – CONTRACT CLAUSES, subsection C. FAR and DEAR Clauses Incorporated in Full Text*, clause I-2 FAR 52.208-8 *Required Sources for Helium and Helium usage Data (Aug 2018)*; Federal Register, volume 88, No. 80, dated April 26, 2023, removed FAR 52.208-8 *Required Sources for Helium and Helium usage Data (Aug 2018)* from the FAR. As a result, clause I-2 FAR 52.208-8 *Required Sources for Helium and Helium usage Data (Aug 2018)* is removed in its entirety and replaced with the following:

I-2 [RESERVED].

6. *SECTION I – CONTRACT CLAUSES, subsection C. FAR and DEAR Clauses Incorporated in Full Text*, clause I-31 FAR 52.232-40 *PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTS (NOV 2021)(DEVIATION APR 2020)*; remove I-31 FAR 52.232-40 *PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTS (NOV 2021)(DEVIATION APR 2020)* in its entirety and replace with the following:

I-31 FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

- (a)
- (1) In accordance with [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#), within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

7. *SECTION I – CONTRACT CLAUSES, subsection C. FAR and DEAR Clauses Incorporated in Full Text, clause I-32 FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2022)(Deviation April 2020); remove I-32 FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2022)(Deviation April 2020) in its entirety and replace with the following:*

I-32 FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (MAR 2023)

- (a) Definitions. As used in this clause—

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial

services, or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(ix) 52.222-26, Equal Opportunity (SEPT 2016) (E.O.11246).

(x) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).

(xii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv)

(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii)

(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

8. *SECTION I – CONTRACT CLAUSES, subsection C. FAR and DEAR Clauses Incorporated in Full Text, clause I-36 FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION).* The public health emergency declared under Section 319 of the Public Health Service Act sunset on May 11, 2023, as a result clause *I-36 FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)* is removed in its entirety and replaced with the following:

I-36 [RESERVED].

9. Replace *Appendix B - List of Applicable Directives*, with Attachment 1 in its entirety. *DOE Order 350.5, COVID Safety Protocols for Federal Contractors* is removed from the list.
10. Replace *Appendix D - Key Personnel*, with Attachment 2 in its entirety to update the name of the Advanced Science & Technology Associate Laboratories Director.
11. All other terms and conditions remain unchanged.