

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0217		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NNSA M&O Contracting Branch NA-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		CODE 05115		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) NNSA Nevada Field OFC NA-00-NV P.O. Box 98518 Las Vegas NV 89193-8518	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT & TEST SERVICES LLC Attn: Paul Spickard PO Box 98521 M/S NLV019 Las Vegas NV 891938421		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624	
				10B. DATED (SEE ITEM 13) 05/12/2017	

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) Mutual Agreement of the Parties, FAR 43.103(a)(3)

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: YSYZHPCG4XB3

The purpose of this modification is to add Section H clauses in accordance with DOE Acquisition Letter No. AL-2021-06, Subject: Chief Information Officer's Supply Chain Risk Management Program, dated 09/01/2021 and amended 10/26/2022, to the contract.

See Attachment 1 of this modification for further details.

Payment:

Period of Performance: 06/07/2017 to 11/30/2027

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) Roger Rocha, Vice President, on behalf of Garrett Harencak, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annamarie Howe	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Previous edition unusable

PART I – *The Schedule*, SECTION H – *Special Contract Requirements*, is modified as follows:

1. The TABLE OF CONTENTS is modified to add the following entries:

H-38 MITIGATING SUPPLY CHAIN RISK (OCT 2022)

H-39 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022)

H-40 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022)

2. SECTION H – *Special Contract Requirements*, is modified as follows:

a. Clause H-38 – MITIGATING SUPPLY CHAIN RISK (OCT 2022), is added as set forth below:

H-38 MITIGATING SUPPLY CHAIN RISK (OCT 2022)

DOE/NNSA utilizes a Supply Chain Risk Management (SCRM) Program to identify, assess, and monitor supply chain risks of critical vendors. The Government may use any information, public and non-public, including all-source intelligence for its analysis. The Contractor agrees that the Government may, at its own discretion, perform audits of supply chain risk processes or events consistent with other terms in the contract regarding access to records and audits. An onsite assessment may be required. Through the information obtained from a SCRM program, DOE may assess vendors and products through multiple risk lenses such as national security, cybersecurity, compliance, and finance. If supply chain risks are identified and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in contract termination.

(End of clause)

b. Clause H-39 – MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022), is added as set forth below:

H-39 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022)

(a) *Definitions.* As used in this clause–

Covered article - The term "covered article" includes-

- (1) “Information technology” which means –
 - (i) any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-
 - (A) of that equipment,
 - (B) of that equipment to a significant extent in the performance of a service or the furnishing of a product;
 - (ii) computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however,
 - (iii) does not include any equipment acquired by a federal contractor incidental to a federal contract.
- (2) “Telecommunications Equipment”, which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).
- (3) “Telecommunications Service”, which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (4) the processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or
- (5) hardware, systems, devices, software, or services that include embedded or incidental information technology.

Supply Chain Risk - The term “Supply Chain Risk” means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

- (b) The Contractor shall take all prudent actions, and comply with all Government

directions (as identified in (c)), to mitigate supply chain risk when providing covered articles or services affecting covered articles to the Government.

- (c) In order to manage supply chain risk, the Government may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

c. Clause H-40 – MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022), is added as set forth below:

H-40 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022)

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

(1) “Covered system” means—

- (A) National security systems (as defined at 44 U.S. Code § 3552) and components of such systems;
- (B) Nuclear weapons and components of nuclear weapons;
- (C) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;
- (D) Items associated with the surveillance of the nuclear weapon stockpile; or
- (E) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.

(2) “Covered item of supply” means an item—

- (A) that is purchased for inclusion in a covered system; and
- (B) the loss of integrity of which could result in a supply chain risk for a covered system.

- (3) “Supply Chain Risk” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.
- (b) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered systems or covered items of supply to the Government, and services affecting covered systems or covered items of supply.
- (c) In order to manage supply chain risk, the Government may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold of consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract. When the Government exercises this authority, it will only provide the Contractor with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by the Government pursuant to 50 U.S.C. § 2786 shall be subject to review in any Federal court.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

(END OF MODIFICATION)