

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0224		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
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 Nevada Field OFC NA-00-NV P.O. Box 98518 Las Vegas NV 89193-8518		CODE 05002	
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.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624			
CODE				FACILITY CODE			
				10B. DATED (SEE ITEM 13) 05/12/2017			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<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							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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) DEAR 970.5243-1 Changes (DEC 2000) & DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)					
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.) UEI: YSYZHPCG4XB3 The purpose of this modification is to add Clause H-41 - DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING to the contract, revise the RATING at Block 1 of the SF-33, and to add DOE O 544.1A, PRIORITIES AND ALLOCATIONS PROGRAM, dated 1/29/2024, to the contract at Section J, Appendix F.  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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annamarie Howe			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

The following changes are made as a result of this modification:

**I. The SF-33 – *SOLICITATION, OFFER AND AWARD* is being revised to remove and replace the “DO-E2 & DX-E2” RATING at Block 1 with “DX-A2 / DO-H1.\*”**

**\* This contract is rated, in part, as DX-A2 and DO-H1, for the approved programs referenced in H-41.**

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

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

**H-41 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING**

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

**a. Clause H-41 – DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING, is added as set forth below:**

**H-41 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING**

(a) DPAS-Rated Order. As indicated in Block 1 of SF33, this contract is a DX- and DO-rated order certified for national defense use (subject to limitations in (b) below) and the Contractor is required to follow all the provisions of the Defense Priorities and Allocations System (“DPAS”) regulations (15 CFR § 700, *et seq.*). In the event that any provision of the DPAS regulations conflict with any provision of this clause, the DPAS regulations control.

(b) Scope of DPAS Rating. Though this contract is rated as DX and DO, only those portions of this contract for materials (including equipment), services, or facilities necessary for the national defense, as outlined in (b)(1) and (b)(2), are considered rated. The authority granted under this clause is not applicable to Strategic Partnership Projects (SPP) (see (g)).

(1) DO. Items and related services in support of programs approved for priorities and allocations support by the Secretary of Defense with respect to military production and construction, military assistance to any foreign nation, space, stockpiling, and directly related activities are rated as DO upon establishment of a required delivery date (see (c)). Approved programs for assignment of a DO rating are:

Program Identification Symbol	Approved Program
A1	Aircraft
A2	Missiles
A5	Weapons
A6	Ammunition
A7	Electronics and communications equipment
B9	Production equipment (Government-owned)
C9	Miscellaneous

- (2) DX. Items and when applicable, related services in support of programs designated by the Secretary of Defense to be of the Highest National Priority as described in the Department of Defense (DoD) List of DX-Rated Programs are rated as DX-A2 upon establishment of a required delivery date or dates (see (c)). The DoD List of DX-Rated Programs is limited to only a small number of programs approved by the Department of Defense, and the Contractor shall not use a DX-A2 priority rating on any subcontracts other than those in support of a program identified in the DoD List of DX-Rated Programs. At the Contractor's request, NNSA can provide a current DoD List of DX-Rated Programs to the Contractor.
- (c) Required Delivery Dates. If not expressly identified in this contract, the required delivery date for DPAS-rated items and related services is as specified in writing by the cognizant NNSA Program Office or Field Office.
- (d) Placing DPAS Ratings on Subcontracts.
  - (1) Subcontracts that May be Assigned DPAS Ratings. When placing subcontracts that directly support a DPAS-rated portion of this contract, the Contractor may, if necessary, place DPAS-rated subcontract orders for:
    - (i) Items (as defined in 15 CFR § 700.8) which will be physically incorporated into other items to fill a rated portion of this contract, including that portion of such items normally consumed, or converted into scrap or by-products, in the course of processing;
    - (ii) Containers or other packaging materials required to make delivery of the finished items required under a rated portion of this contract;
    - (iii) Services, other than contracts of employment, needed to fill a rated portion of this contract;
    - (iv) Maintenance and repair and/or operating supplies (as defined in 15 CFR § 700.8) needed to produce the finished items to fill rated orders.
  - (2) Subcontracts that Shall Not be Assigned DPAS Ratings. Notwithstanding (d)(1), subcontracts shall not be assigned DPAS ratings to obtain:
    - (i) Any items that (i) are commonly available in commercial markets for general consumption; (ii) do not require major modification when purchased for approved program use; and (iii) are readily available in sufficient quantity so as to cause no delay in meeting approved program requirements;
    - (ii) Any items to be used primarily for administrative purposes, such as for personnel or financial management;
    - (iii) Delivery of items or services on a date earlier than needed;
    - (iv) A greater quantity of the item than needed, except to obtain a minimum procurable quantity;

- (v) Any items related to the development of chemical or biological warfare capabilities or the production of chemical or biological weapons, unless such development or production has been authorized by the President or the Secretary of Defense; or
  - (vi) Copper raw materials, crushed stone, gravel, sand, scrap, slag, central steam heat or waste paper;
  - (vii) Any items subject to the authorities granted exclusively to other agencies by Executive Order 13603 (*e.g.*, health resources, civil transportation, etc.).
- (3) Subcontract Terms. The Contractor shall ensure that any rated subcontracts are appropriately rated and contain terms substantially the same as (a) and (d) of this clause.
- (e) Contractor's Responsibility. It is the Contractor's responsibility to ensure that it complies with DPAS regulations, this clause, and other pertinent authorities. Though the Government may review certain Contractor subcontract solicitation and award documents (in accordance with other provisions of this Contract), that review shall not be construed as consent that the Contractor's choice to rate a subcontract is appropriate. If the Contractor has specific questions regarding the rating on this Contract or its applicability to subcontracts, the Contractor has an affirmative duty to seek clarification from the appropriate contracting officer.
- (f) Records and Reporting Requirements.
- (1) Record Retention. Notwithstanding any other provision of this contract, the Contractor shall maintain and preserve for at least three years, accurate and complete records related to any DPAS-rated subcontract.
  - (2) Reporting. On a semi-annual basis (January 15 and July 15 of each year), the Contractor shall provide to the Contracting Officer a summary of all DPAS-rated subcontract orders placed in the preceding six, calendar months by the Contractor. This information shall be contained in a sortable Microsoft® Excel spreadsheet with the following information (contained in separate columns):
    - (i) Date the rated subcontract order was placed;
    - (ii) Subcontract order identification number;
    - (iii) Description of items or services acquired;
    - (iv) Rating and Approved Program Identifier assigned to the subcontract (*e.g.*, DO-A2); and
    - (v) A detailed justification for the rating assigned.
- (g) SPP. The priority ratings assigned to the Contract are not authorized for use in support of SPP. Use of DPAS priority ratings for SPP is governed by the priority rating, if any, assigned by the Non-DOE/non-NNSA entity requesting the work. The Contractor is responsible for complying with instructions provided by the non-DOE/non-NNSA entity regarding the applicability of DPAS to SPP.

(End of clause)

**III. PART III – *LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS*,  
SECTION J – *LIST OF APPENDICES*, is modified as follows:**

- 1. Appendix F – *List of Applicable Laws, Regulations, and DOE Directives* is modified to add the directive set forth in the table below:**

DIRECTIVE NUMBER			DATE	DOE DIRECTIVE TITLE	MOD #
DOE	O	544.1A	1/29/2024	Priorities and Allocations Program	0224

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

**(END OF MODIFICATION)**