

2. AMENDMENT/MODIFICATION NO. 0239 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 05003 7. ADMINISTERED BY (if other than item 6) CODE 05003
 NNSA/Los Alamos Site Office U.S. Department of Energy
 NNSA/Los Alamos Site Office U.S. Department of Energy
 3747 West Jemez Road Los Alamos Site Office
 Los Alamos NM 87544 3747 West Jemez Road
 Los Alamos NM 87544

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 LOS ALAMOS NATIONAL SECURITY, LLC
 Attn: STEVE K. SHOOK
 P.O. BOX 1663, MS P222
 LOS ALAMOS NM 875450001
 CODE 175252894 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DE-AC52-06NA25396
 10B. DATED (SEE ITEM 13)
 12/21/2005

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 telegram 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 telegram or letter, provided each telegram or letter 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 date, 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:
 P.L. 95-91 and Other Applicable Laws
 D. OTHER (Specify type of modification and authority)

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.)
 The purpose of this modification is to revise Clause B-2, Contract Type and Value, Clause H-36, Workforce Transition, Contractor Compensation, Benefits and Pension and to incorporate the NMSSUP Settlement Agreement of December 3, 2012 by reference.

See Page 2.

Period of Performance: 12/21/2005 to 09/30/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Elizabeth Sallens Deputy Laboratory Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Martha L. Youngblood
15B. CONTRACTOR/OFFEROR <i>Steve Shook for</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Martha L. Youngblood</i> (Signature of Contracting Officer)
15C. DATE SIGNED 9/19/13	16C. DATE SIGNED 9/24/13

The purpose of this modification is to revise Clause B-2, Contract Type and Value; Clause H-36, Workforce Transition; Contractor Compensation, Benefits and Pension, and to incorporate the Nuclear Materials Safeguards and Security Upgrade Project (NMSSUP) Settlement Agreement of December 3, 2012 by reference.

A. Refer to Part I – the Schedule, Section B, Clause B-2, Contract Type and Value.

1. Section B, Clause B-2, Contract Type and Value, paragraph (c)(1) is hereby revised and replaced as follows:

- (c) (1) The Total Estimated Cost, including fee, for the DOE/NNSA work effort, excluding Reimbursable work, for the Basic Term of the Contract is:

<u>Basic Term of the Contract</u>	<u>Total Estimated Cost and Fee</u>
01Jun06 – 30Sep06	\$ 610,730,667
01Oct06 – 30Sep07	\$1,817,120,982
01Oct07 – 30Sep08	\$1,822,433,640
01Oct08 – 30Sep09	*\$1,832,192,000
01Oct09 – 30Sep10	\$1,832,192,000
01Oct10 – 30Sep11	**\$1,832,192,000
01Oct11 – 30Sep12	**\$1,832,192,000
01Oct12 – 30Sep13	\$1,832,192,000

* Note: In FY2009, the total Congressional Appropriation was \$2,223,805,465. This exceeded the Total Estimated Cost and Fee by more than 10%. As a result the Maximum Available Fee increased in FY2009 by \$16,062,855. This amount was bilaterally agreed to be applied in FY2010 and FY2011 respectively.

** Note: In FY2011, the total Congressional Appropriation was \$2,242,783,930. This exceeded the Total Estimated Cost and Fee by more than 10%. As a result the Maximum Available Fee increased in FY2011 by \$15,395,584. It was bilaterally agreed to apply \$13,000,000 to FY2011 per Contract Modification #173 and to add the remaining \$2,395,584 to the FY2012 Maximum Available Fee pool.

<u>Award Term of the Contract</u>	<u>Total Estimated Cost and Fee</u>
01Oct13 – 30Sep14	\$1,962,384,000

2. Section B, Clause B-2, Contract Type and Value, paragraph (c)(2), is hereby revised and replaced as follows:

- (c) (2) The Maximum Available Fee related to the DOE/NNSA work effort, excluding Reimbursable work, for the Basic Term of the Contract is:

<u>Contract Period</u>	<u>Maximum Available Fee</u>			<u>Earned Fee</u>		
	<u>Fixed Fee</u>	<u>At Risk Fee</u>	<u>Total Fee</u>	<u>Fixed Fee</u>	<u>At Risk Fee</u>	<u>Total Fee Earned *</u>
01Jun06 – 30Sep06			\$17,788,272			\$17,788,272
01Oct06 – 30Sep07	\$21,984,000	\$51,296,000	\$73,280,000	\$21,984,004	\$36,224,982	\$58,208,986
01Oct07 – 30Sep08	\$21,984,000	\$51,296,000	\$73,280,000	\$21,984,000	\$41,537,640	\$63,521,640
01Oct08 – 30Sep09	\$21,984,000	\$51,296,000	\$73,280,000	\$21,984,000	\$43,263,531	\$65,247,531
01Oct09 – 30Sep10	\$23,329,285	\$54,435,000	*\$77,764,285	\$23,329,285	\$44,262,497	\$67,591,782
01Oct10 – 30Sep11	\$26,009,570	\$60,688,999	**\$86,698,569	\$26,009,570	\$50,140,626	\$76,150,196
01Oct11 – 30Sep12	\$19,954,675	\$46,560,909	***\$66,515,584	\$19,954,675	\$31,624,479	\$51,579,154
01Oct12 – 30Sep13	\$17,862,000	\$41,678,000	\$59,540,000			

*Note: This amount is the sum of the original FY 10 fee (\$68,700,000), plus \$9,064,285 due to increase in Total Estimated Cost and Fee during FY 09.

**Note: This amount is the sum of the original FY11 fee (\$68,700,000), plus \$6,998,570 due to increase in Total Estimated Cost and Fee during FY 09. Also note that the MAF was bilaterally reduced by \$2,000,000, for a future project resulting in \$73,698,570 MAF at the beginning of FY11. Contract Modification #173 added \$13,000,000 to the MAF due to an increase in Total Estimated Cost and Fee during FY11. It was bilaterally agreed that any additional FY11 fee adjustment (\$2,395,587) would be applied to the FY12 MAF in a future modification.

***Note: This amount is the sum of the original FY12 Fee (\$64,120,000), plus \$2,395,584, the final FY11 incremental fee greater than \$13,000,000, resulting in \$66,515,584 of Total Fee for FY2012.

<u>Award Term</u> <u>Contract Period</u>	<u>Maximum Available Fee</u>			<u>Earned Fee</u>		
	<u>Fixed Fee</u>	<u>At Risk Fee</u>	<u>Total Fee</u>	<u>Fixed Fee</u>	<u>At Risk Fee</u>	<u>Total Fee Earned *</u>
01Oct13 – 30Sep14	\$17,147,045	\$40,009,771	\$57,156,816	TBD	TBD	TBD

3. The following is hereby added under subparagraph (d)(2):

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Fixed Fee</u>
01Oct13 – 30Sep14	\$1,905,227,184	\$ 17,147,045

4. The following is hereby added under subparagraph (d)(3):

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Maximum Available Performance Incentive Fee</u>
01Oct13 – 30Sep14	\$1,905,227,184	\$40,009,771

B. Refer to Part 1 – the Schedule, Section H – Special Contract Requirements, Clause H-36, Workforce Transition, Contractor Compensation, Benefits and Pension. Paragraph (d)(2)(ii)(IV) is revised and replaced as follows:

(IV) Cash Compensation

Any reimbursable salary action for the Laboratory Director shall require prior approval of the Contracting Officer. Reimbursable salary actions for Contractor Key Personnel

replaced during the life of the contract shall require prior approval of the Contracting Officer. Such actions shall be submitted to the Contracting Officer, accompanied with substantiating information that justifies the action, and a Compensation Approval Form DOE F 3220.5. No commitment or payments shall be made to employees regarding DOE reimbursement of compensation until Contracting Officer approval has been obtained.

Increases in reimbursable salary for any Contractor Key Personnel not included in the Compensation Increase Plan shall be reviewed and approved in advance by the Contracting Officer. The Contractor shall submit a Compensation Approval Form DOE F 3220.5 and any substantiating information that justifies the action.

The Contractor shall furnish salary data upon the Contracting Officer's request.

The maximum allowable salary reimbursement for any Contractor employee shall not exceed the maximum DOE/NNSA reimbursable salary for the Laboratory Director. Any deviation thereto must be approved in advance by the Contracting Officer.

- C. The NMSSUP Settlement Agreement of December 3, 2012, is hereby incorporated by reference.**