

2. AMENDMENT/MODIFICATION NO. 0071	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-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	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: Rachel Richmond 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

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.)
By the parties' agreement, this modification adjusts the fixed and available award fees for the Base Term, and all Option Terms of the Contract (if exercised), adjusts the total fee earned for Base Term May 2017 - September 2018 ("Year 1"), and removes the B-3(g) Clause from the Contract.
Payment:
Period of Performance: 01/18/2017 to 04/30/2022

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) Sarah R. Hammond
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 06/07/2019

1. PURPOSE: By the parties' agreement, this modification adjusts the fixed and available award fees for the Base Term, and all Option Terms of the Contract (if exercised), adjusts the total fee earned for Base Term May 2017 - September 2018 ("Year 1"), and removes the B-3(g) Clause from the Contract.

As a result of the parties' agreement, the contract is modified in the following particulars:

2. CHANGES TO THE BASIC CONTRACT. The changes to the contract are as follows:

PART I – The Schedule, Section B, Supplies or Services and Prices/Costs

(i) B-2 CONTRACT TYPE AND VALUE, is replaced in its entirety as follows:

B-2 CONTRACT TYPE AND VALUE

- (a) This is a performance-based, Management and Operating (M&O) Contract with cost-plus-fixed-fee and cost-plus-award fee provisions.
- (b) The fixed fee (FF), available award fee (AF), and total fee earned (when determined) for CLIN 0001 (DOE/NNSA work) are set forth in Table 1a below:

Table 1(a): CLIN 0001 -- Management and Operation of SNL

	Fixed Fee	Available Award Fee	Total Available Fee	Total Fee Earned
Base Term (Years 1-5)				
May 2017 - Sept 2018	\$ 25,291,069	\$ 10,116,427	\$ 35,407,496	\$34,497,018
FY2019	\$ 19,198,170	\$ 7,679,268	\$ 26,877,438	
FY2020	\$ 20,280,947	\$ 8,112,379	\$ 28,393,326	
FY2021	\$ 21,424,792	\$ 8,569,917	\$ 29,994,709	
October 2021 - April 2022	\$ 13,202,671	\$ 5,281,068	\$ 18,483,739	
Option Terms (Years 6-10)				
May 2022 – Sept 2022 (if exercised)	\$ 9,430,479	\$ 3,772,192	\$ 13,202,671	
FY2023 (if exercised)	\$ 23,909,660	\$ 9,563,864	\$ 33,473,524	
FY2024 (if exercised)	\$ 25,258,165	\$ 10,103,266	\$ 35,361,431	

FY2025 (if exercised)	\$ 26,682,726	\$ 10,673,090	\$ 37,355,816	
FY2026 (if exercised)	\$ 28,187,631	\$ 11,275,053	\$ 39,462,684	
October 2026 – April 2027 (if exercised)	\$ 17,370,158	\$ 6,948,063	\$ 24,318,221	

The fixed fee and available award fee amounts in Table 1(a) were calculated from a negotiated fee base derived from projections of future enacted budgets for the duration of the Contract including Option Terms, if exercised. The parties mutually agree that the methodology and fee base exclusions used to derive the fixed and available award fee amounts in Table 1(a), and the resulting fixed and available award fees, completely and equitably account for the risk to both parties of budget and work fluctuations within the Contract period of performance, whether or not Option Terms are exercised. Fee adjustments will not be made on the basis of fluctuations in the budget (shown in Table 1(b)), or differences between the budget shown in Table 1(b) and the projected budget used to derive fee base and/or NTESS' costing within the Contract Base Term, or, if exercised, Option Term(s).

Fixed and available fees for each Option Term will be effective only if NNSA exercises the Option Term.

Note: Total Fee Earned will be filled in by the issuance of a unilateral modification to the Contract.

Table 1(b): CLIN 0001 -- Management and Operation of SNL

Table 1(b): The DOE/NNSA Budget is shown in Table 1(b) to provide an estimate of Contract value in each Base Term Year and Option Term (if exercised). The DOE/NNSA Budget column will be populated in this table by the Contracting Officer at the start of each Base Term Year, or Option Term (if exercised) by incorporating the enacted budget, or, if not known at that time, the annualized Continuing Resolution, and will be updated to incorporate the Enacted Budget, once known.

Base Term (Years 1-5)	DOE/NNSA Budget
May 2017 - Sept 2018	\$3,019,842,000
FY2019	\$2,297,798,000
FY2020	
FY2021	
October 2021 - April 2022	
Option Terms (1-6)	

May 2022 – Sept 2022	
FY2023	
FY2024	
FY2025	
FY2026	
October 2026 – April 2027	

(c) The estimated cost and fixed fee for CLIN 0002 (Section J, Appendix A, Chapter II, paragraph 1.8, *Strategic Partnership Projects*) are set forth in Table 2 below. The estimated cost and the fixed fee for the Strategic Partnership Projects during the Base Term and Option Terms (if exercised) will be established by the DOE/NNSA at the start of the applicable Base Term Year or Option Term, and incorporated into Table 2 through a contract modification. The Fixed Fee rate for CLIN 0002 will not exceed 0.9% of the NNSA-approved estimated cost of all projects under this CLIN anticipated for the applicable Base Term Year or Option Term.

Table 2: CLIN 0002, Strategic Partnership Projects

Contract Period	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
Base Term 05/01/2017 – 9/30/2017	\$437,377,148	\$3,936,394	\$441,313,542
Base Term 10/01/2017 – 9/30/2018	\$1,048,090,188	\$9,432,812	\$1,057,523,000
Base Term 10/01/2018 – 9/30/2019	\$1,159,100,000	\$10,431,900	\$1,169,531,900
Base Term 10/01/2019 – 9/30/2020	\$TBD	\$TBD	\$TBD
Base Term 10/01/2020 – 9/30/2021	\$TBD	\$TBD	\$TBD
Base Term 10/01/2021 – 4/30/2022	\$TBD	\$TBD	\$TBD
Option Term: May 2022 – Sept 2022 (if exercised)	\$TBD	\$TBD	\$TBD
Option Term: FY2023 (if exercised)	\$TBD	\$TBD	\$TBD
Option Term: FY2024 (if exercised)	\$TBD	\$TBD	\$TBD

Option Term: FY2025 (if exercised)	\$TBD	\$TBD	\$TBD
Option Term: FY2026 (if exercised)	\$TBD	\$TBD	\$TBD
Option Term: October 2026 – April 2027 (if exercised)	\$TBD	\$TBD	\$TBD

- (d) The Fixed Fee and Available Award Fee for CLIN 0001, and the Fixed Fee rate for CLIN 0002 will not be negotiated and are established as shown in Table 1a and Paragraph B-2(c), above.

(ii) B-3 CONTRACT FEE STRUCTURES, is replaced in its entirety as follows:

B-3 CONTRACT FEE STRUCTURES

- (a) CLIN 0001: Fixed Fee (FF)

The Budget and FF for the Base Term of the Contract and for each Option Term, if exercised by DOE/NNSA, are shown in the tables in paragraph B-2 (b) *Contract Type and Value*.

All proposed team members must share the fee pool, whether they are subcontractors or members of a joint-venture, and no separate fee or profit will be paid on subcontracts with team members. The fee restriction above does not apply to members of the Contractor's team that are: (1) small business (es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section I Clause entitled, Mentor-Protégé Program; (3) a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) competitively awarded subcontracts for commercial items as defined in FAR Subpart 2.1.

- (b) CLIN 0001 Award Fee (AF)

The available AF for each performance period of the Base Term and each Option Term, if exercised by DOE/NNSA, are shown in Table 1(a) in paragraph B-2 (b), *Contract Type and Value*. The Contractor shall be eligible to earn AF fee of up to the amount specified for each performance period of the Base Term, or Option Term, if exercised by DOE/NNSA, in accordance with (e) of this clause.

(c) CLIN 0002: Strategic Partnership Projects (SPP) – Fixed Fee (FF)

The FF for SPP for the Base Term and each Option Term, if exercised by DOE/NNSA, are shown in paragraph B-2 (c), *Contract Type and Value*, Table 2.

(d) Payment of Fixed Fee(FF)

The FF for the Base Term and Option Terms (if exercised) shall be paid monthly at the rate of one-twelfth (1/12) of the annual FF 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.

(e) Payment of Award Fee (AF)

(1) Award Fee Determination. The amount of AF earned will be based on the Contractor's performance as evaluated against the criteria established in B-7, PERFORMANCE EVALUATION. The amount of AF earned by the Contractor will be unilaterally determined by NNSA's Fee Determining Official (FDO), who will document his or her AF determination in a Fee Determination Letter.

(2) Contractor Notification. No later than December 15 of each year (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.

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

(4) No Draw Down. The Contractor is not authorized to draw down the AF prior to receipt of the FDO's determination letter and authorization by the Contracting Officer.

(f) Unearned Fee

NNSA HQ will determine how unearned fee is reinvested in the Nuclear Security Enterprise (NSE). Unearned AF in a performance period will not be available for application to any future performance periods.