	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5	. PROJECT NO. (If applicable)
0181		See Block 16C		
6. ISSUED BY	CODE	892332	7. ADMINISTERED BY (If other than Item 6) C	ODE 05047
NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400		NNSA Production OFC NA-NPO P.O. Box 2050 Oak Ridge TN 37830		
Consolic Attn: Mi 301 Beau	ADDRESS OF CONTRACTOR (No., street dated Nuclear Securit ichael Vermeulen r Creek Road ge TN 37830		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942 10B. DATED (SEE ITEM 13)	
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DUNS Number: 078390708

The purpose of this modification is to:

1) Replace Section I, I-18, DEAR 970.5215-3 - Conditional Payment of Fee, Profit, and Other Incentives-Facility Management Contracts (AUG 2009) (NNSA Class Deviation) with DEAR Continued ...

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)	
Morgan N. Smith, President & Chi	ef Executive Officer	Laura G. Gideon	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Date: 2019.11.20 15:41:34 -05'00'	16C. DATE SIGNED
(Signature of person authorized to sign)	11/1/2011	(Signature of Contracting Officer)	and the second
Previous edition unusable		STANDARD	ORM 30 (REV 11/2016)

STANDARD FORM 30 (REV. 11/2016) Prescribed by GSA FAR (48 CFR) 53.243

REFERENCE NO. OF DOCUMENT BEING CONTINUED **CONTINUATION SHEET** DE-NA0001942/0181

NAME OF OFFEROR OR CONTRACTOR

Consolidated Nuclear Security , LLC ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (C) (D) (E) (A) (B) (F) 970.5215-3 Conditional Payment Of Fee, Profit, And Other Incentives-Facility Management Contracts (AUG 2019) (NNSA CLASS DEVIATION), attached; 2) Update Section B, Clause B-8 paragraph (d) to reflect the change in item 1 above. This paragraph should now read: (d) Fee Adjustments. All fee adjustments shall be made in accordance with Section J, Appendix B-2, UPF Fee Plan and Supplementary Annexes, and Section I, I-18, DEAR Clause 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentive - Facility Management Contracts (AUG 2019). The Government will only consider fee adjustments for circumstances directly attributable to Contractor performance related to the UPF Project. 3) Replace DEAR 952.204-2 Security (Mar 2011) in I-2 DEAR Clauses Incorporated by Reference with DEAR 952.204-2 Security (Aug 2016); and 4) Replace Section J, Appendix R- List of Contracting Officer's Representatives (COR) in its entirety with the attached. Payment: OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Office Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 07/01/2014 to 09/30/2021

PAGE

2

OF

7

I-18 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES— FACILITY MANAGEMENT CONTRACTS (AUG 2019) (NNSA CLASS DEVIATION)

(a) Definition of Earned Fee.

For the purposes of this clause, "Earned Fee" means the sum total of all incentive fees, award fees, fixed fees, and share of cost savings earned by the contractor during a performance evaluation period, as determined by the contracting officer or fee determining official (as appropriate). In the NNSA, the Fee Determining Official (FDO) is the Administrator, unless otherwise delegated. Where the contract provides for financial incentives that extend beyond a single performance evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent performance evaluation period. The allocable amount shall be the total amount of the Earned Fee divided by the number of evaluation periods over which it was earned.

(b) General.

ES&H means "Environment, safety and health." The purpose of accident investigations is to identify and understand causes so deficiencies can be addressed and corrected. This, in turn, is intended to promote improved environmental protections, safety, and health of DOE employees, contractors, and the general public. Facility management contracts are management and operating (M&O) contracts, as defined at 48 CFR subpart 17.6.

- (1) The payment of any Earned Fee under this contract is dependent upon-
 - The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), including performance under an approved Safety Management System (SMS); and
 - (ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.
- (2) If the contractor does not meet the performance requirements or terms and conditions of this contract relating to ES&H or related to safeguarding of Restricted Data and other classified information during any performance evaluation period, the contracting officer may unilaterally reduce Earned Fee.
- (3) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor SMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the SMS and full ES&H compliance.
- (4) The performance requirements of this contract are related to the safeguarding of Restricted Data and other classified information as set forth in the clauses of this contract, entitled DEAR 952.204-2 SECURITY (AUG 2016), "SECURITY," or its successor, and DEAR 970.5204-2 (DEC 2000) (CLASS DEVIATION), "Laws, Regulations, and DOE Directives," or its successor, as well as in other terms and conditions.

- (c) Reduction amount.
 - (1) The amount of Earned Fee that may be unilaterally reduced is correlated to the severity of the performance failure.
 - (i) Level 1 performance failure: not less than 26% nor greater than 100%;
 - (ii) Level 2 performance failure: not less than 11% nor greater than 25%; and
 - (iii) Level 3 performance failure: not greater than 10%.

(d) Mitigating Factors.

- (1) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site-specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range.
- (2) The mitigating factors include, but are not limited to, the following:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

- (e) Effect of Reduction.
 - (1) The Government will effect Earned Fee reductions as soon as practical. If the effective date of the reduction falls after the completion of the fee determination for the evaluation period during which the performance failure occurred, the Government will effect the reduction during a subsequent evaluation period, by issuing a demand for payment or by reducing any Earned Fee, at the contracting officer's sole discretion. If the performance failure occurs during the last evaluation period before termination or completion of the contract, reduction will be effected as soon as practical during contract close-out.

(2) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of Earned Fee.

- (f) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract's ES&H requirements, standards, terms or conditions (including the DOE/NNSA approved Contractor SMS). The levels of performance failure under which reductions of earned fee are:
 - (1) Level 1: Performance failures that are most adverse to ES&H. Examples of Level 1 performance failures include, but are not limited to:
 - (i) Failure to develop and maintain required DOE/NNSA approval of an SMS;
 - (ii) Any action/event that is considered an "Accident" for which an Accident Investigation Board (AIB) is appointed pursuant to DOE Order 225.1B, Accident Investigations, or its successor. Accidents also include those investigated by Joint Accident Investigation Boards (JAIB), in which federal and M&O staff members team up to investigate the incident;
 - (iii) A combination of two, Level 2 performance failures that are significantly adverse to ES&H occurring during the same evaluation period; and
 - (iv) Contractor actions that result in a breakdown of the SMS that resulted in great harm to the environmental, safety and health of the general public.
 - (2) Level 2: Performance failures that are significantlyadverse to ES&H. Examples of Level 2 performance failures include, but are not limited to:
 - (i) Any action/event that nearly results in an "Accident" for which an AIB is appointed pursuant to DOE Order 225.1B, Accident Investigations, or its successor;
 - (ii) A failure to comply with an approved SMS that results in injury, exposure, or exceedance;
 - (iii) Failure to notify DOE/NNSA (e.g., NNSA Field Office Manager or other authorized official) of an imminent danger situation after discovery, where such notification is a requirement of the contract;
 - (iv) Failure to mitigate a dangerous situation that could cause an Accident; and
 - (v) Contractor actions that result in a breakdown of the SMS that resulted in serious harm to the environmental, safety and health of the general public.
 - (3) *Level 3:* Performance failures that reflect a lack of focus on maintaining or improving ES&H. Examples of Level 3 performance failures include, but are not limited to:
 - Failure to implement effective corrective actions to address deficiencies/noncompliances documented through: external or internal oversight (e.g., reported per DOE Order 231.1B, Environment, Safety and Health Reporting, or its successor, requirements; DOE Order 232.2A, Occurrence Reporting and Processing of Operations Information, or its successor);
 - (ii) Multiple similar non-compliances identified with ES&H by external oversight that in aggregate indicate a significant programmatic breakdown;

- (iii) Non-compliance with ES&H requirements, standards, terms or conditions that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown;
- (iv) Failure to notify DOE/NNSA, as appropriate, upon discovery of events or conditions where notification is required by the terms and conditions of the contract; and
- (v) Contractor actions that result in a breakdown of the SMS that resulted in harm to the environmental, safety and health of the general public.
- (g) Safeguarding Restricted Data and/or Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and/or other classified information. The levels of performance failure under which reductions of Earned Fee will be determined as follows:
 - (1) Level 1: Performance failure to comply with applicable law, DOE regulation, or directive, that has resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. Examples of Level 1 performance failures include, but are not limited to:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data or other information classified as Top Secret, any information in a Special Access Program (SAP) (regardless of classification level), information identified as sensitive compartmented information (SCI), or high-risk nuclear weapons-related data;
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data, or other information classified as Top Secret, any information in a SAP (regardless of classification level), information identified as SCI, or highrisk nuclear weapons-related data;
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data, or other information classified as Top Secret, any information in a SAP (regardless of classification level), information identified as SCI, or high-risk nuclear weapons-related data; and
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of: Top Secret Restricted Data or other information classified as Top Secret, any information in a SAP (regardless of classification level), information identified as SCI, or high-risk nuclear weapons-related data.
 - (2) Level 2: Performance failure to comply with applicable law, DOE regulation, or directive, that has resulted in, or that can reasonably be expected to result in, serious damage to the national security. Examples of Level 2 performance failures include, but are not limited to:
 - Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret;
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret;
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (g)(1)(iii) of this clause); and

- (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Level 3: Performance failure that has been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. Examples of Level 3 performance failures include, but are not limited to:
 - Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential;
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information;
 - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable;
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information; and
 - (v) Contractor actions that result in a breakdown of the safeguards and security management system that resulted in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(End of Clause)

APPENDIX R

LIST OF CONTRACTING OFFICER'S REPRESENTATIVES (COR)

Name	<u>Title</u>	Functional Area
CLIN 0001		
Beausoleil, Geoffrey L.	Manager	All Assistant Manager's Functional Area(s): Senior Scientific and Technical Advisor; Operations Management; Business & Contract Management; Safeguards & Security; Nuclear Safety & Engineering; Environment, Safety, Health & Quality; Programs & Projects
Robbins, Teresa	Deputy Manager	All Assistant Manager's Functional Area(s): Senior Scientific and Technical Advisor; Operations Management; Business & Contract Management; Safeguards & Security; Nuclear Safety & Engineering; Environment, Safety, Health & Quality; Programs & Projects
Alvarado, Carlos	Associate Deputy Manager for Operations (PX)	All facility operations to include, but not limited to nuclear facility operations, site occurrences, conduct of operations program, activity-level work control, facility and site management and maintenance programs.
Armstrong, Jason	Assistant Manager for Nuclear Safety and Engineering	All Nuclear Safety functions to include, but not be limited to, safety basis, nuclear explosives and criticality safety, and vital safety systems.
Brashears, Janice	Deputy Assistant Manager for Business & Contract Management	All Business and Contract Management functions to include, but not be limited to, contract administration; contractor human resources; procurement; supply chain management; directives; records management; labor standards; interagency work; budget formulation and execution; Performance Evaluation and Measurement Plan; interim and final reports and award fee process; information solutions and services; cyber security; internal and external reviews; employee concerns; and the cost savings program.
DeSerisy, Lloyd	Assistant Manager for Business & Contract Management	All Business and Contract Management functions to include, but not be limited to, contract administration; contractor human resources; procurement; supply chain management; directives; records management; labor standards; interagency work; budget formulation and execution; Performance Evaluation and Measurement Plan; interim and final reports and award fee process; information solutions and services; cyber security; internal and external reviews; employee concerns; and the cost savings program.
Franklin, John A. Hitson, Mary Helen	Program Manager Deputy Assistant Manager for Environment, Safety, Health & Quality	CNS Cost Savings.All ESH&Q activities to include day-to-day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, transportation safety, chemical safety, fire protection program, Federal Employee Occupational Safety and Health, ES&H reporting, waste management, environmental programs, Environmental Management System, training (contractor and fed FTCP), Accident Investigation, National Environmental Policy Act, cultural resources, and implementation of ISMS. Implementation of the Lean Governance model, manages the NPO operational infrastructure, and champions the ISO 9001 registration and

Name	<u>Title</u>	Functional Area
		LOCAS efforts. The office provides day-to-day oversight of Contractor activities including: Directives Management (internal and external), records management, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA), Enforcement, Performance Assurance, Issues Management, CAS, and the Lessons Learned Program. Delegation of Product Acceptance Authority, in accordance with NAP-24A. All programmatic and project activities for the functional areas of Safeguards and Security and Emergency Management.
Jones, Brian P.	Acting Assistant Manager for Programs and Projects	All programmatic and project activities to include, but not be limited to, Directed Stockpile Work, Facilities and Infrastructure Recapitalization Program, Strategic Partnership Programs, Naval Reactors, Nuclear Nonproliferation, Campaigns, Packaging and Transportation, Nuclear Material Management, Plant Direct Research and Development, and the preparation of strategic planning documents. Additional activities include infrastructure planning, energy sustainment, explosives program, start-up and restart activities, capital line items, expense projects and GPD/GPP.
McFall, Carroll	Associate Deputy Manager for Operations (Y-12)	All facility operations to include, but not limited to nuclear facility operations, site occurrences, conduct of operations program, activity-level work control, facility and site management and maintenance programs.
Morris, Susan	Assistant Manager for Environment, Safety, Health & Quality	All ESH&Q activities, which provides day-to- day oversight of health physics and radiological protection, industrial hygiene and occupational medicine, industrial safety, construction safety, firearm safety, aviation safety, explosive safety, pressure safety, electrical safety, traffic safety, chemical safety, fire protection program (including Fire Department), ES&H reporting, waste management, environmental programs, Environmental Management System, technical training, Accident Investigation, National Environmental Policy Act, cultural resources, implementation of ISMS, Governance, Performance Assurance, Contractor Assurance System, Enterprise Risk Management, Enforcement, Nuclear Facility Quality Assurance (QA), Software QA, and Weapons QA (WQA). Delegation of Product Acceptance Authority, in accordance with the NNSA Policy Letter NAP-24A, Weapon Quality Policy, Attachment 3, Section 1.2.2.a.
Padilla, Mark	Assistant Manager for Programs & Projects	All programmatic and project activities to include, but not limited to Directed Stockpile Work Readiness in Technical Basis and Facilities, Facilities and Infrastructure Recapitalization Program, Work for Others, Naval Reactors, Nuclear Nonproliferation, Campaigns, Packaging and Transportation, Nuclear Material Management, Plant Direct Research and Development and the preparation of strategic planning documents. Additional activities include infrastructure planning, energy sustainment, explosives program, start-up and restart activities, capital line items, expense projects and GPD/GPP.
Sandoval, Nick A.	Office of Field Financial Management	Providing program direction, initiating timely work authorizations, and performing oversight activities for the Secure Transportation Asset in the Office of Secure Transportations.

Name	Title	Functional Area
Slack, Terri L.	Site Counsel	Oversight of all legal matters, including the administration of 10 CFR 719, Contractor Legal Management Requirements.
Stenseth, William L.	Director, Office of Field Financial Management	All financial and allotment related services to include but not limited to accounting, administrative control of funds and distribution and related budget execution, financial oversight, and financial reporting.
Thompson, Michael	Assistant Deputy Administrator for Major Modernization Programs NA-19	All Major Modernization Programs to include but not limited to providing program direction on initiating timely work authorization, and performing oversight activities for Life Extension.
Walsh, Patricia A.	Deputy Assistant Manager for Safeguards & Security	All programmatic and project activities for the functional areas of Safeguards & Security and Emergency Management.
Warner, Larry D	Site Counsel	Oversight of all legal matters, including the administration of 10 CFR 719, Contractor Legal Management Requirements.

CLIN 0002			
Christenson, Dale E.	UPF Federal Project	CLIN 0002 Uranium Processing Facility Project	
	Director	Management	
	NA-APM-1		
Folden, Laurie E.	Deputy Director, UPF	CLIN 0002 Uranium Processing Facility functions to	
	Project Office	include design and construction activities performed by the	
		Management and Operation (M&O) contractor.	
Peters, Richard D.(Don)	Federal Project Director,	CLIN 0002 Uranium Processing Facility Project	
	UPF Project Office	Management	

Federal Project Management		
Beard, Anna	Federal Project Director	Ongoing programmatic and project activities to include, but not be limited to Nuclear Facility Risk Reduction Project, American Recovery and Reinvestment Act, Emergency Operations Center and Lithium Production Capability.
Creasy, Darryl	Federal Project Director	Ongoing programmatic and project activities to include, but not be limited to, the West End Protected Area Reduction project.
LaForest, James Jr.	Federal Project Director	Ongoing programmatic and project activities to include, but not be limited to, the Lithium Processing Facility.
Thompson, Eric	Federal Project Director	Ongoing programmatic and project activities to include, but not be limited to, the Electrorefiner and Y-12 Fire Station Projects.
Wean, Tyler	Federal Project Director	Ongoing programmatic and project activities to include, but not be limited to, the High Explosive Synthesis, Formulation, and Production (HESFP) Project.