

2. AMENDMENT/MODIFICATION NO. 0088	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration Sandia Field Office P.O. Box 5400 Albuquerque, NM 87185-5400	7. ADMINISTERED BY <i>(If other than Item 6)</i>
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, state, ZIP Code)</i> National Technology & Engineering Solutions of Sandia 1515 Eubank Blvd SE Albuquerque, New Mexico 87123-3453	9A. AMENDMENT OF SOLICITATION NO.
CODE	9B. DATED <i>(SEE ITEM 11)</i>
FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003525
	10B. DATED <i>(SEE ITEM 13)</i> December 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 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 ACKNOWLEDGMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO <i>(Specify authority):</i> 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 <i>(Such as changes in paying office, appropriation date, etc.)</i> 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: The Department of Energy Organization Act, 42 U.S.C. § 7101 et seq. and the NNSA Act, 50 U.S.C. § 2401 et seq.; Clause I-29, FAR 52.250-1 Indemnification Under Public Law 85-804 (APR 1984)(Alternate I)(APR 1984), and DOE Secretarial Determination dated March 26, 2020, Authorizing Public Law 85-804 Indemnification for Contractors Engaged in Activities Responding to COVID-19.
	D. OTHER <i>(Specify type of modification and authority):</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to add additional indemnification language under H-37, Definition of Unusually Hazardous or Nuclear Risk and Other Terms for Purposes of FAR Clause 52.250-1, paragraph (a) 5., to incorporate the Secretarial Determination Authorizing Public Law 85-804 Indemnification for Contractors Engaged in Activities responding to COVID-19.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> Maria D. Trujillo, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ <i>(Signature of person authorized to sign)</i>		BY _____ <i>(Signature of Contracting Officer)</i>	

The contract is hereby modified as follows:

1. Add the following to paragraph (a) 5. in Section H, clause H-37 *Definition of Unusually Hazardous or Nuclear Risks and Other Terms for Purposes of FAR Clause 52.250-1, Indemnification Under Nuclear Law 85-804 (April 1984) Alt 1 (April 1984)*, and renumber the current paragraph (a) 5. to (a) 6. as follows:

a. Paragraph (a) 5 **added** narrative:

5. Participation in tasks or activities by the Contractor or its subcontractors on or after March 13, 2020 through June 30, 2020 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration, including work for others, as an element of activities taken now and through June 30, 2020 in response to COVID-19, including but not limited to efforts to test for the presence of COVID-19, to provide equipment and resources to address COVID-19, and to develop treatments and vaccines for COVID-19, to the extent the task or activity is not exempt from liability under the Public Readiness and Emergency Preparedness Act (PREP Act) or other law, or the exemption under the PREP Act or other law is limited in scope or amount which is not sufficient to provide complete protection against the liability to which the contractor is exposed.

b. Paragraph (a) 5 is **renumbered** to (a) 6:

6. Other activities relating to non-proliferation, emergency response, anti-terrorism activities, or critical national security activities that involve the use, detection, identification, assessment, control, containment, dismantlement, characterization, packaging, transportation, movement, storage, or disposal of nuclear, radiological, chemical, biological, or explosive material, facilities, or devices, and nuclear weapons research, design, development, production, testing and maintenance, and development of technology as part of Government programs for nuclear weapons deployment, storage and stockpile stewardship, transportation, demilitarization, dismantlement or disposition, provided such activities are specifically requested or approved, in writing, by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or an Under Secretary, and further provided that the request or approval specifically identifies a particular project involving one of those activities and makes the indemnity provided by this clause applicable to that particular project under the contract.