

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0033	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-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	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 AND TEST SERVICES LLC Attn: JOHN MURRAY 23500 W 105TH ST MD 300 OLATHE KS 660618425		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 080083514		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624
			10B. DATED (SEE ITEM 13) 05/12/2017

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: DEAR 970.5243-1, "Changes"
	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 update the following sections:

- 1) Section B-1 Services Being Acquired and B-6 Obligation of Funds table;
- 2) Section I Clause update;
- 3) Revise/update Section J Appendix B, Award Fee Plan" to "Performance Evaluation & Measurement Plan; Appendix E, Performance Guarantee; Appendix F, List of Directives; Appendix G, Personnel Appendix; Appendix M, Community Commitment Plan.

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) Raymond E. Cruz, Jr.
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 11/05/2018

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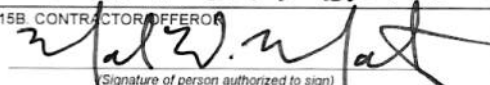
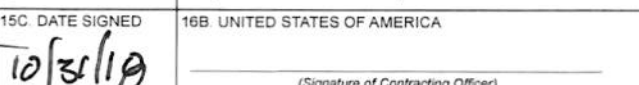
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Continued ...

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) Mark W. Martinez	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raymond E. Cruz, Jr.
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 10/31/19
15B. CONTRACTOR/OFFICER  (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NA0003624/0033

PAGE OF
2 7

NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT AND TEST SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831 Period of Performance: 06/07/2017 to 11/30/2022				

The purpose of this modification is to update the following sections: 1) Section B – Clauses B-1, Services Being Acquired, and B-6, Obligation of Funds; 2) Section I Clause update; 3) Revise/update Section J Appendix B, Award Fee Plan; Appendix E, Performance Guarantee; Appendix F, List of Directives; Appendix G, Personnel Appendix; Appendix M, Community Commitment Plan, as follows:

A. Section B: Supplies or Services and Price/Costs changes:

- 1. Delete the text of Clause B-1, SERVICES BEING ACQUIRED, and substitute in lieu thereof the text set forth below:**

B-1 SERVICES BEING ACQUIRED

CLIN 0001 MANAGEMENT AND OPERATION OF THE NEVADA NATIONAL SECURITY SITE

In accordance with the terms and conditions of this Contract, the Contractor shall provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and operation of the Nevada National Security Site (NNSS) and at satellite facilities located in North Las Vegas, Nevada; Nellis Air Force Base, Nevada; Andrews Air Force Base Suitland, Maryland; Santa Barbara, California; support offices for Lawrence Livermore National Laboratory in Livermore, California; Los Alamos National Laboratory in Los Alamos, New Mexico, and other locations as required.

CLIN 0001A TRANSITION TERM

The Transition Term will be four months, on a cost reimbursement (no fee) basis, with a not to exceed price and ceiling amount of \$10,000,000.00.

CLIN 0001B BASE TERM

The Base Term is five years of performance on a cost-plus-award-fee basis.

CLIN 0001C OPTION TERM 1

Option Term 1 is ten months of performance on a cost-plus-award-fee basis.

CLIN 0001D OPTION TERM 2

Option Term 2 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001E OPTION TERM 3

Option Term 3 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001F OPTION TERM 4

Option Term 4 is one year of performance on a cost-plus-award-fee basis.

CLIN 0001G OPTION TERM 5

Option Term 5 is one year two months of performance on a cost-plus-award-fee basis.

CLIN 0002 STRATEGIC PARTNERSHIP PROJECTS

The Contractor shall, in accordance with Section J, Appendix A, Chapter II, paragraph 11.1 Strategic Partnership Projects (formerly known as Work for Others (WFO) Program), and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to the effective, efficient, and safe performance all SPP efforts as directed by the Contracting Officer.

CLIN 0002A BASE TERM

The Base Term is five years of performance on a cost-plus-fixed-fee basis.

CLIN 0002B OPTION TERM 1

Option Term 1 is ten months of performance on a cost-plus-award-fee basis.

CLIN 0002C OPTION TERM 2

Option Term 2 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002D OPTION TERM 3

Option Term 3 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002E OPTION TERM 4

Option Term 4 is one year of performance on a cost-plus-fixed-fee basis.

CLIN 0002F OPTION TERM 5

Option Term 5 is one year two months of performance on a cost-plus-fixed-fee basis.

2. Section B-6 OBLIGATION OF FUNDS table is changed to correct the SPP Sub-CLIN Number as follows:

From:

Transition	Base Term		Total Transition, M&O & SPP
CLIN 0001A	M&O CLIN 0001B	SPP CLIN 0002B	

To:

Transition	Base Term		Total Transition, M&O & SPP
CLIN 0001A	M&O CLIN 0001B	SPP CLIN 0002A	

B. Section I, Contract Clauses, Paragraph A, is changed as follows:

Delete the following:

52.244-6	Subcontracts for Commercial Items	Nov 2016
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Add the following:

52.244-6	Subcontracts for Commercial Items	Aug 2018
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C. Section J, List of Appendices is modified as follows:

1. Appendix B – Award Fee Plan: Appendix Title is changed to from “Award Fee Plan” to “Performance Evaluation & Measurement Plan (PEMP)”, the FY 18 PEMP is deleted and the FY19 PEMP is added as set forth in Attachment 1 to this modification.

2. Appendix E Performance Guarantee: Remove the existing the Stoller Newport News Nuclear, Inc. Performance Guarantee Agreement and add the HII Nuclear Inc. Performance Guarantee Agreement set forth in Attachment 2 to this modification.

3. Appendix F, List of Applicable Laws, Regulations, and DOE Directives, is modified as follows;

(a) Add the following directives:

DIRECTIVE NUMBER			DATE	DOE DIRECTIVE TITLE	MOD #
NNSA	SD	206.1	6/22/2018	Privacy Program	0033
NAP		220.1	6/19/2018	Internal Affairs Program	0033
NNSA	SD	430.1	1/28/2017	Real Property Asset Management	0033
DOE	O	436.1	5/2/2011	Departmental Sustainability	0033
DOE	O	522.1	8/2/2018	Pricing of Departmental Materials and Services	0033

(b) Remove the entry for Pricing of Departmental Materials and Services from Appendix F-1, Operating requirements January 26, 2011.

4. Appendix G, Personnel Appendix;

(a) Section 2.0, Paragraph 1.(b)(iv): Add the highlighted text as set forth below to reflect a company name change.

iv. After November 30, 2017, MSTS employees who transferred directly from Honeywell International Inc., Jacobs Engineering Group, Inc., or Stoller Newport News Nuclear, Inc. (now HII-Nuclear, Inc.), retain the continuous or credited service date recognized by the MSTS parent companies from which they transferred for the following purposes:

(b) Section 3.0, Paragraph 3.2, "Overtime": Delete the text in paragraph 3 and substitute in lieu thereof the language below.

3. *Exempt Employees:* Employees in the job groups and levels depicted in the table below may be paid overtime at their base pay rate when a significant amount of overtime in excess of the regularly scheduled 40 hour workweek is scheduled, properly documented, and approved by the employee's Senior Director or designee (Director or designee in organizations which do not have a Senior Director). Significant is defined as at least 5 hours more than the 40 hour workweek. If eligible and approved, the employee will receive pay for hours worked in excess of 45 hours in a workweek (e.g., the employee works 48 hours in a workweek, then the employee will receive 3 hours of straight time pay). Overtime will not be approved for casual work required to fulfill their regular duties and responsibilities. The work must be high priority and critical in meeting our mission. Management discretion may be applied to waive the "at least 5 hours" requirement where reasonably justified by business or mission needs.

(c) Section 9.0, Paragraph 9.5 “MSTS Personnel Loaned”: Correct “Stroller” to “Stoller and add the highlighted text as set forth below to reflect a company name change.

MSTS may loan, at no cost to the Government, individuals working under this Contract to other operations of the parent companies (Honeywell International, Inc., Jacobs Engineering Group, Inc., and **Stoller** Newport News Nuclear, Inc. **(now HII- Nuclear, Inc.)** or their affiliates on a non-interference basis as determined by MSTS. Loans longer than 6 months require Contracting Officer or designee approval.

5. Appendix M, Community Commitment Plan: Add the Community Commitment Plan included as attachment 3 to this modification.

List of Attachments to this modification:

- Attachment 1- FY19 PEMP
- Attachment 2- Section L, Attachment A, HII Nuclear Inc. Performance Guarantee Agreement
- Attachment 3- Community Commitment Plan

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

**Fiscal Year 2019
DOE/NNSA Strategic Performance Evaluation and Measurement Plan (PEMP)**

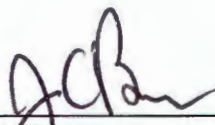
Mission Support & Test Services, LLC

MANAGEMENT AND OPERATION OF THE

Nevada National Security Site

Contract Number: DE-NA0003624

Performance Evaluation Period: October 01, 2018 through September 30, 2019

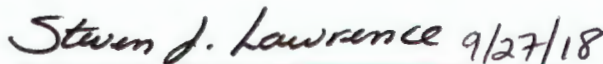


9/27/18

Mark W. Martinez
President

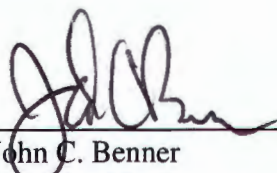
Date

Mission Support & Test Services, LLC



Steven J. Lawrence
Field Office Manager
Nevada Field Office
National Nuclear Security Administration

Date



9/27/18

John C. Benner
Vice President

Date

Mission Support & Test Services, LLC



Darby A. Dieterich
Contracting Officer
Nevada Field Office
National Nuclear Security Administration

Date

FY 2019 PERFORMANCE EVALUATION AND MEASUREMENT PLAN

DOCUMENT REVISION HISTORY

Revision	Date	Change Description
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9/19/18

2

INTRODUCTION

The Nevada National Security Site (NNSS) is a site owned by the United States Government, under the custody of the Department of Energy (DOE), herein referenced as the "NNSS", and is managed and operated by Mission Support & Test Service, LLC (MSTS). Pursuant to the terms and conditions of the Contract, this NNSA Performance Evaluation and Measurement Plan (PEMP) sets forth the criteria by which NNSA will evaluate MSTS' performance and upon which NNSA shall determine of the amount of award fee earned. The available award fee amounts for FY 2019 are specified in Section B, *Supplies or Services and Prices/Costs*, of the Contract. This PEMP promotes a strategic Governance and Oversight framework based on prudent management of risk, accountability, transparency, and renewed trust. It implements the collective governance and oversight reform principles as expressed by the DOE/National Nuclear Security Administration (NNSA).

PERFORMANCE BASED APPROACH

The performance-based approach evaluates the MSTS performance through a set of Goals. Each Goal, and its associated Objectives and Key Outcomes (KOs), will be measured against authorized work in terms of cost, schedule, and technical performance, and the respective outcomes, demonstrated performance, and impact to the DOE/NNSA mission.

MISSION

MSTS shall provide support and infrastructure for experiments and activities at the NNSS and satellite facilities. MSTS shall be responsible for a wide range of activities in support of DOE/NNSA missions that include the following: nuclear explosives operations; remote field experiments and operations; physical and environmental science; nuclear waste management systems and technology; design and fabrication of electronic, mechanical, and structural systems; remote and robotic sensing; management of multi-laboratory facilities, mining, engineering, and construction operations; chemical, explosives, and hazardous materials systems and technologies; intelligence-related work; and waste management for various categories of waste. MSTS shall be responsible for a wide-range of facilities, laboratories, and equipment that support the custom design, construction, and fielding of experimental systems ranging from small electronic and remote sensing packages to fielding complex systems in hostile environments for use anywhere in the world.

MISSION PERFORMANCE

MSTS is accountable for and will be evaluated on successfully executing program work in accordance with applicable DOE/NNSA safety and security requirements consistent with the terms and conditions of the Contract. Protection of worker and public safety, the environment, and security are essential and implicit elements of successful mission performance. Accordingly, MSTS shall plan safety and security improvements and accomplishments as an integral component of mission performance contributing to meeting the affected programmatic Goals. The model for this PEMP is to rely on MSTS' leadership to use appropriate DOE contractual requirements and recognized industrial standards based on consideration of assurance systems, and the related measures, metrics, and evidence. **MSTS is expected to manage in a safe, secure, efficient, effective, results-driven manner, with appropriate risk management and transparency to the government, while taking appropriate measures to minimize costs that do not compromise core objectives and mission performance.** Products and services are expected to be delivered on-schedule and within budget.

CONSIDERATION OF CONTEXT IN PERFORMANCE EVALUATION

The evaluation of performance will consider "context" such as unanticipated barriers (e.g., budget restrictions, rule changes, circumstances outside MSTs' control), degree of difficulty, significant accomplishments, and other events that may occur during the performance period. A significant safety or security event may result in an overall limitation to adjectival ratings. Such impacts may be balanced by the response to the incident, and by other initiatives to improve overall safety or security performance. MSTs is encouraged to note significant safety and security continuous improvements.

PERFORMANCE RATING PROCESS

DOE/NNSA will review performance throughout the performance evaluation period, and provide tri-annual feedback to MSTs highlighting successes and/or needed improvement. At the end of the performance evaluation period, an evaluation of MSTs' performance will be completed. This evaluation will be documented in a Performance Evaluation Report (PER), and will include the performance ratings and award fee earned for the subject performance evaluation period. Objectives and KOs (if any) will be assessed in the aggregate to determine an adjectival performance rating for each Goal. DOE/NNSA will consider MSTs' end of year self-assessment report in the performance evaluation. The performance ratings will be determined in accordance with FAR 16.401(e) (3) yielding ratings of Excellent, Very Good, Good, Satisfactory or Unsatisfactory. The Goals will then be considered in the aggregate to provide an overall rating and percentage of award fee earned for the contract. Notwithstanding the overall strategic framework, any significant failure may impact the overall rating and award fee earned. **Dollar values contained in the PEMP are provided as guidelines for developing a recommendation of fee allocation to the Fee Determining Official (FDO). The final determination as to the amount of fee earned is a unilateral determination made by the FDO.**

MSTs may request a face-to-face meeting with the FDO to highlight their site's strategic performance at the end of the performance evaluation period. This meeting should occur within the first two weeks after the end of the period.

PEMP CHANGE CONTROL

It is essential that a baseline of performance expectations be established at the beginning of the performance period to equitably measure performance, and that changes to that baseline are carefully managed. Any change to the PEMP requires concurrence by the appropriate program office and the NNSA Senior Procurement Executive prior to the Field Office Manager and Contracting Officer signatures. While recognizing the unilateral rights of DOE/NNSA as expressed in the contract terms and conditions, bilateral changes are the preferred method of change whenever possible.

FEE ALIGNMENT AND "AT-RISK" AWARD FEE ALLOCATION

This table is provided for information only and does not change the terms and conditions of the contract. "At-Risk" Award Fee (AF) is applied to goals 1, 2, 5, and 6 and Fixed Fee (FF) is applied to goals 3 and 4. Goal 3 displays total estimated fee attributable to DOE work. The sum of dollars available for goals 1, 2, 5, & 6 equals total AF for both DOE and NNSA work. The dollars available for goal 4 is the total FF for both DOE and NNSA work. All goals, including those with FF, will receive an adjectival assessment as a part of the Corporate Performance Evaluation Process (CPEP).

Fixed Fee (FF), Award Fee (AF), SPP Fixed Fee (SPP FF)

Goal	Fee Amount	Fee Type
Goal-1: Mission Execution: Nuclear Weapons	\$5.52M	Award Fee (At-Risk)
Goal-2: Mission Execution: Global Nuclear Security	\$3.68M	Award Fee (At-Risk)
Goal-3: DOE and Strategic Partnership Projects (SPP)	*DOE - .9M SPP - TBDM	*DOE - (FF + AF) SPP - Fixed Fee
Goal-4: Mission Execution: Science, Technology, and Engineering (ST&E)	\$ -0-	Fixed Fee = N/A
Goal-5: Mission Enablement	\$5.52M	Award Fee (At-Risk)
Goal-6: Mission Leadership	\$3.68M	Award Fee (At-Risk)

**Display of total estimated fee attributable to DOE work.*

The above template is applied to each field office using Fixed Fee (FF) and (At-Risk) Award Fee (AF) amounts established in each individual contract. The amounts are based on estimated values for FY19 and will change slightly as actual values for various categories of work are established with FY19 budgets.

UNEARNED FEE

DOE/NNSA reserves the right to withdraw and redistribute DOE/NNSA unearned fees.

AWARD TERM INCENTIVE (N/A)

INNOVATIVE SOLUTIONS

MSTS will recommend innovative, technology/science-based, systems-engineering solutions to the most challenging problems that face the nation and the globe. MSTS will also provide evidence to support programmatic needs and operational goals tempered by risk. DOE/NNSA will take into consideration all major functions including safety and security contributing to mission success. In addition, DOE/NNSA expects MSTS to recommend and implement innovative business and management improvement solutions that enhance efficiencies.

Goal-1: Mission Execution: Nuclear Weapons

Successfully execute Nuclear Stockpile mission work for Defense Programs work in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-1.1: Accomplish work as negotiated with program sponsors and partners integrating quality requirements into an effective quality assurance program at their sites and through their suppliers that results in the design, production, and delivery of safe, secure, and reliable weapon products meeting performance, transportation, and cost effective operations.
- Objective-1.2: Execute stockpile system maintenance, production, limited-life component exchanges, weapon containers, surveillance, and dismantlement programs and maintain knowledge of the state of the stockpile through successful execution of the stockpile surveillance program and a robust scientific and engineering understanding for the delivery of the annual stockpile assessment.
- Objective-1.3: Apply innovative strategies and technologies to sustain strategic materials and improve science and engineering capabilities, facilities and essential skills to support existing and future nuclear security enterprise requirements.
- Objective-1.4: Execute Phase 6.X, product realization processes, and activities in support of nuclear weapon life extension programs, modifications, and alterations in accordance with NNSA requirements, Nuclear Weapons Council guidance, and NNSA project control processes to 1) integrate schedules; 2) lower risks; 3) control costs; and, 4) control change.

Key Outcome:

- KO 1.1 Execute the Subcritical Experiment (SCE) series according to the FY19 National Hydrodynamic Test Plan, while continuing to improve operations and diagnostics.

Goal-2: Mission Execution: Global Nuclear Security

Successfully execute authorized global nuclear security mission work in a safe and secure manner to include the Defense Nuclear Nonproliferation, Nuclear Counterterrorism, and Counter Proliferation and Incident Response missions in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans,

Objectives:

- Objective-2.1 Support efforts to secure, account for, and interdict the illicit movement of nuclear weapons, weapons-useable nuclear materials and radiological materials.
- Objective-2.2 Support U.S. national and nuclear security objectives in reducing global nuclear security threats through the innovation of unilateral and multi-lateral technical capabilities to detect, identify, and characterize: 1) foreign nuclear weapons programs, 2) illicit diversion of special nuclear materials, and 3) global nuclear detonations.
- Objective-2.3 Support efforts to achieve permanent threat reduction by managing and minimizing excess weapons-useable nuclear materials and providing nuclear materials for peaceful uses.
- Objective-2.4 Support efforts to prevent proliferation, ensure peaceful nuclear uses, and enable verifiable nuclear reductions in order to strengthen the nonproliferation and arms control regimes.
- Objective-2.5 Sustain and improve nuclear counterterrorism and counterproliferation science, technology, and expertise; execute unique emergency response missions, implement policy in support of incident response and nuclear forensics missions, and assist international partners/ organizations.

Goal-3: DOE and Strategic Partnership Projects Mission Objectives

Successfully execute high-impact work for DOE and Strategic Partnership Project Mission Objectives safely and securely. Demonstrate the value of the work in addressing the strategic national security needs of the U.S. Government.

Objectives:

- Objective-3.1 Pursue and perform high-impact work for DOE that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities and essential skills.
- Objective-3.2 Pursue and perform high-impact Strategic Partnership Projects that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities and essential skills in support of national security mission requirements.

Goal-4: Mission Execution: Science, Technology, and Engineering (ST&E)

Successfully advance national security missions and advance the frontiers of ST&E. Effectively manage Site Directed Research and Development (SDRD) and Technology Transfer, etc. in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

Objectives:

- Objective-4.1 Execute a research strategy that is clear and aligns discretionary investments (e.g., SDRD with NNSA strategy and supports DOE/NNSA priorities.)
- Objective-4.2 Ensure that research is relevant, enables the national security missions, and benefits DOE/NNSA and the nation.
- Objective-4.3 Ensure that research is transformative, innovative, leading edge, high quality, and advances the frontiers of science and engineering.
- Objective-4.4 Maintain a healthy and vibrant research environment that enhances technical workforce competencies and research capabilities.
- Objective-4.5 Research and develop high-impact technologies through effective partnerships and technology transfer mechanisms that support the NNSA strategy, DOE/NNSA priorities and impact the public good; ensure that reporting and publishing (via DOE's Public Access Plan) requirements for broad availability of federally funded scientific research are implemented.

Goal 5: Mission Enablement

Effectively and efficiently manage the safe and secure operations of the NNSS while maintaining an NNSA enterprise-wide focus; demonstrating accountability for mission performance and management controls; successfully executing cyber and physical security requirements, and assure mission commitments are met with high-quality products and services while partnering to improve the site infrastructure. Performance will be measured by the contractor's assurance system, NNSA metrics, cost control, business and financial operations, project baselines, implementation plans, assessment and audit results, etc., with a focus on mission enablement.

Objectives:

- Objective-5.1 Deliver effective, efficient, and responsive environment, safety, health and quality (ESH&Q) management and processes.
- Objective-5.2 Accomplish capital projects in accordance with scope, cost, and schedule baselines.
- Objective-5.3 Deliver effective, efficient, and responsive safeguards and security. Deliver effective site emergency management programs in support of the DOE/NNSA Emergency Management Enterprise.
- Objective-5.4 Manage NNSA infrastructure to maintain, operate and modernize DOE/NNSA facilities, infrastructure, and equipment in an effective, energy efficient manner that minimizes operational, security, and safety risks. Improve site conditions via: 1) disposition of unneeded infrastructure and excess hazardous materials, 2) increasing the viable use of facilities and equipment, and 3) delivering cost efficient improvements. Demonstrate progress to advance the Department of Energy's crosscut initiative to halt the growth of deferred maintenance and support arresting the declining state of infrastructure while working collaboratively with NNSA to implement management improvements (e.g., G2, MDI, BUILDER, and AMPs). Support NNSA's corporate sustainability and energy conservation goals including use of ESPCs and UESCs. .
- Objective-5.5 Deliver efficient, effective, and responsible business operations, systems and financial management, including financial transparency; budget formulation and execution; and, internal controls.
- Objective-5.6 Deliver efficient and effective management of legal risk and incorporation of best legal practices.
- Objective-5.7 Deliver effective, efficient, and responsive information technology systems and cyber security.

Key Outcome:

- KO 5.1 Advance the Enhanced Capabilities for Subcritical Experiments portfolio by achieving CD-2/3 for the U1a Complex Enhancements Project 010 and start construction, by supporting CD-1 for the Advanced Sources and Diagnostics Major Item of Equipment, and by supporting the photofission evaluation report for Neutron Diagnosed SCEs.

Goal-6: Mission Leadership

Successfully demonstrate leadership in supporting the direction of the overall DOE/NNSA mission, cultivating a Performance Excellence Culture that encompasses all aspects of operations and continues to emphasize safety and security, improving the responsiveness of the MSTs leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of the NNSS and the Enterprise.

Objectives:

- Objective-6.1 Define and implement a realistic strategic vision for the NNSS, in alignment with the NNSA Strategic Vision, which demonstrates enterprise leadership and effective collaborations across the NNSA enterprise to ensure DOE/NNSA success.
- Objective-6.2 Demonstrate performance results through the institutional utilization of a Contractor Assurance System and promoting a culture of critical self-assessment, transparency, and accountability through the entire organization, while also leveraging parent company resources and expertise.
- Objective-6.3 Work selflessly within the DOE/NNSA complex to develop, integrate, and implement enterprise solutions that maximize program outputs at best value to the government; identify innovative business and management solutions that greatly improve enterprise-wide efficiencies.
- Objective-6.4 Exhibit professional excellence in performing roles/responsibilities while pursuing opportunities for continuous learning.

FAR 16.401 (e) (3) AWARD FEE ADJECTIVAL RATINGS AND SUPPLEMENTAL DEFINITIONS

Excellent	91%-100%	<p>Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</p> <p><i>This performance level is evidenced by at least one significant accomplishment, or a combination of accomplishments that significantly outweigh very minor issues, if any. No significant issues in performance exist.</i></p>
Very Good	76% - 90%	<p>Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</p> <p><i>This performance level is evidenced by accomplishments that greatly outweigh issues. No significant issues in performance exist.</i></p>
Good	51% - 75%	<p>Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</p> <p><i>This performance level is evidenced by accomplishments that slightly outweigh issues. No significant issues in performance exist.</i></p>
Satisfactory	No greater than 50%	<p>Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</p> <p><i>This performance level is evidenced by issues that slightly outweigh accomplishments.</i></p>

Unsatisfactory	0%	<p>Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</p> <p><i>This performance level is evidenced by issues that significantly outweigh accomplishments, if any.</i></p>
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Definitions:

An **Accomplishment** is an achievement or success in the performance of contract requirements that exceeds standards or expectations. Examples might be performing full contract requirements under budget while meeting or beating schedule baselines or performing additional scope within the initial cost targets with no negative effect on requirements or other programs, indicating continued performance improvement.

An **Issue** is a point in question or a matter that raises concerns regarding successful performance of contract requirements within scope, cost (budget), and schedule baselines or concern of negative effect on requirements or other programs, indicating a decline in performance that needs attention and improvement.

SECTION L

ATTACHMENT A

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract awarded based on DE-NA0003624 for the management and operation of the Nevada National Security Site (the "Contract") dated May 12, 2017, by and between the Government and Mission Support and Test Services, LLC (Contractor), the undersigned, HII Nuclear Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 105 Technology Drive, Suite 190, Broomfield, CO hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be

required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) September 13, 2018.

HII Nuclear Inc.

NAME OF CORPORATION

Official Name: D. R. Wyatt

NAME AND POSITION OF OFFICIAL

Official Title: Treasurer

EXECUTING PERFORMANCE

GUARENTEE AGREEMENT ON

BEHALF OF GUARANTOR

Signature: D.R. Wyatt

Charles R. Monroe, Jr.

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL



MSTS President Mark Martinez chats with students at the Nevada Science Bowl.

Community Commitment Plan

Leveraging Mission Support and Test Services (MSTS) LLC as a constructive partner in Nevada National Security Site (NNSS) and satellite facility communities

Background

On December 1, 2017, MSTS took over the Management and Operating Contract for the NNSS. Section H-23 of the new contract, DE-NA0003624, requires that MSTS submit a Community Commitment Plan describing planned activities as to how it will be a constructive partner in its communities.

The plan was prepared consistent with the intent of DEAR 970.5226-3, which states that community commitment should recognize “the diverse interests of the region and its stakeholders,” and “engage regional stakeholders in issues and concerns of mutual interest.” The plan was developed based on establishing MSTS’ relationships with the following stakeholders:

- ▶ **Local businesses, including small business, chambers of commerce and economic development organizations**
- ▶ **Nevada System of Higher Education, UNLV, UNR and other universities**
- ▶ **K-12 school districts and their Science, Technology, Engineering and Math programs**
- ▶ **Nonprofits in Nevada, California, New Mexico, the Washington, D.C. area**

Strategy Focus Areas

MSTS’ strategy focus areas include: community leadership; economic development; education with an emphasis on science, technology, engineering and mathematics (STEM); and employee volunteerism/ contributions.

Community Leadership

MSTS leadership and employees will participate on local boards and organizations.

MSTS leaders are currently participating on the following key boards and organizations:

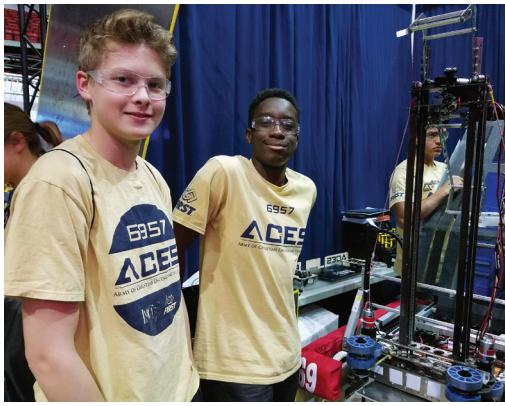
- ▶ National Atomic Testing Museum
- ▶ University of Nevada, Las Vegas, Engineering Advisory Committee member
- ▶ Clark County School District, STEM Education and Awareness
- ▶ University of Nevada, Reno, High Density Advisory Board
- ▶ Vegas PBS
- ▶ Las Vegas Metro Chamber of Commerce
- ▶ Las Vegas Global Economic Alliance

Economic Development

MSTS is committed to providing a fair and competitive environment for small businesses. The company places great importance upon the competitiveness of the marketplace and the timely procurement of products and services that meet the highest standards of quality and reliability.

MSTS will display a “Good Faith Effort” regarding its commitment to actively support the federal government’s initiatives and laws that enhance and increase the participation of small disadvantaged businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, small businesses, women-owned small businesses, and historically underutilized business zone small businesses in the subcontracting process. The goals and objectives of the MSTS programs will continue to remain an essential part of the commitment of our parent companies, Honeywell International, Jacobs Engineering, and HII Nuclear Inc.

The NNSS Management and Operating contractor has funding of over \$500 million per year, the majority of the funding staying in Nevada. MSTS is currently the largest high-tech employer in the region, with nearly \$400 million paid last fiscal year in salaries and benefits, and over \$30 million spent on procurements in the state.



Corporate Contributions Strategy

MSTS is committed to invest fee to benefit the communities in which we work and live. To address the greatest challenges faced in our communities, the contributions will leverage resources in two critical focus areas:

Education, including STEM – Includes Nevada Science Bowl, FIRST Nevada, Clark County School District Partnership Program, UNLV College of Engineering Senior Design Project Award, etc.

Community Giving/Volunteerism – Includes American Red Cross, United Way of Southern Nevada, Rebuilding Together Southern Nevada, National Atomic Testing Museum, etc.

Corporate involvement will be geared to the following areas:

Education, focusing heavily on STEM—Approximately 65 percent of allocated budget

- ▶ Build on relationships with UNLV and UNR, the Nevada System of Higher Education, and other universities. This may include financial support such as campuses improvements, fellowship or scholarship opportunities, and award programs.
- ▶ Financial support for the Nevada Science Bowl.
- ▶ Financial support for the FIRST programs.
- ▶ Financial support for the Future City competition.
- ▶ Financial support for the established Clark County School District focus school partnerships.

- ▶ Sponsorship of traveling exhibits, displays, or kiosks that educate the public on current NNSS mission. These exhibits could be displayed in local museums, community centers, public arenas and other areas as appropriate.
- ▶ Provide scholarships to high school/undergraduate students. These scholarships can be provided to school districts/colleges within the areas in which we work. Also evaluate a program to provide scholarship opportunities to children of our employees.
- ▶ Sponsor participation in science-related camps/activities within our communities, including participation in science fairs/events, educational science broadcasts and science demonstrations in public arenas.
- ▶ Sponsor partnerships with local schools that offer STEM emphasis.

Community Giving/Volunteerism—Approximately 35 percent of allocated budget

- ▶ Participate in sponsorship opportunities with United Way of Southern Nevada, in conjunction with the annual employee giving campaign.
- ▶ Support employee volunteerism for community agency activities (Three Square Food Bank; Clean the World; Rebuilding Together; non-profit walks/runs; blood drives, etc.).
- ▶ Establish sponsorship opportunities with other community organizations that have ties to the NNSS mission (such as American Red Cross of Southern Nevada, with an annual Hero Award for firefighters; veterans' organizations, etc.).
- ▶ Sponsor branding opportunities for the NNSS in our local communities (Nellis AFB Aviation Nation;

- Opportunity Village Magical Forest, etc.).
- ▶ Support local community drives, both over the holidays as well as during the rest of the year.
- ▶ Support partnership with the National Atomic Testing Museum, including corporate membership activities.
- ▶ Evaluate opportunities to recognize and reward employee volunteerism by contributing a set amount to approved non-profits of choice, based on employee volunteer hours.
- ▶ Interact with the Las Vegas Metro Chamber of Commerce, supporting the chamber's activities such as Leadership Las Vegas positions and their Military Affairs Committee activities.

Conclusion

Evaluating the plan's effectiveness will ensure that all corporate investments offer opportunities for employee involvement, recruiting and brand recognition. The ultimate goal is to get our local communities to recognize the NNSS contributions to our areas, both as a positive economic impact as well as being recognized as the largest high-tech employer in southern Nevada. Additional information regarding MSTS' impact on the community can be referenced:

- ▶ Small Business Subcontracting Plan and Small Business Participation, Section J, Appendix I of the contract DE-NA0003624
- ▶ Community Outreach Plan, Appendix G, Section 12 Community Outreach

