

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0037	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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____.
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Agreement of the Parties

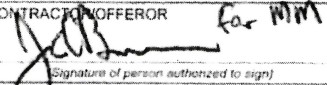

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is make revisions to Sections B, F, and I as well as Appendices A and F as set forth in Attachment 1.

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, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich	
15B. CONTRACTING OFFEROR <i>for MM</i>  (Signature of person authorized to sign)	15C. DATE SIGNED 11/29/18	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/18

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				

I. Part I – The Schedule, Section B – Supplies or Services and Prices/Costs, is changed as follows:

a. Clause B-3, *CONTRACT FEE STRUCTURES*, is modified as follows:

i. Delete the existing language of Paragraph (a) and insert the language below.

(a) CLIN 0001: The available award fee for the Base Term and each Option Term, if exercised by DOE/NNSA, are shown in the tables in paragraph B-2 (b), *Contract Type and Value*. The Contractor shall be eligible to earn award fee of \$92,712,310 during the Base Term (CLIN 0001B), in accordance with (c)(ii) of this clause and B-5, Performance Evaluation.

ii. Delete Paragraph (d) in its entirety.

b. Clause B-2 *CONTRACT TYPE AND VALUE*, Table 2 CLIN 0002 – Strategic Partnership Projects (SPP), is modified to incorporate the FY2019 Estimated Cost and Fee amounts. As such, Table 2 is modified by deleting the table and inserting the table below.

Table 2 CLIN 0002 – Strategic Partnership Projects (SPP)

Contract Period	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
Base Term (10 Months December 1, 2017 - September 30 2018)	\$73,619,632	\$ 3,128,834	\$76,748,466
Base Term (October 1, 2018 - September 30 2019)	\$73,860,911	\$ 3,139,089	\$77,000,000
Base Term (October 1, 2019 - September 30 2020)	\$TBD	\$TBD	\$TBD
Base Term (October 1, 2020 - September 30 2021)	\$TBD	\$TBD	\$TBD
Base Term (October 1, 2021 - September 30 2022)	\$TBD	\$TBD	\$TBD
Base Term (October 1, 2022 – November 30, 2022)*	\$TBD	\$TBD	\$TBD
Option Term 1 (December 1, 2022 - September 30, 2023)*	\$TBD	\$TBD	\$TBD
Option Term 2 (October 1, 2023 - September 30, 2024)	\$TBD	\$TBD	\$TBD
Option Term 3 (October 1, 2024 - September 30, 2025)	\$TBD	\$TBD	\$TBD
Option Term 4 (October 1, 2025 - September 30, 2026)	\$TBD	\$TBD	\$TBD
Option Term 5 (October 1, 2026 - November 30, 2027)	\$TBD	\$TBD	\$TBD
Contract Period	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
	\$147,480,543	\$ 6,267,923	\$152,748,466

- c. Delete Clause B-5, *PERFORMANCE EVALUATION*, in its entirety and insert the language below:

B-5 PERFORMANCE EVALUATION

- (a) Performance Evaluation and Measurement Plan (PEMP). A PEMP will be developed by NNSA for this Contract which will document strategic performance expectations and the process by which the Contractor's performance will be evaluated. The Parties will strive to reach mutual agreement on expected performance and will work together to establish the PEMP. In the event the parties cannot come to agreement, NNSA reserves the right to make the final decision and issue the PEMP unilaterally. The PEMP once finalized, whether bilaterally or unilaterally, will be incorporated into the Contract at Section J, Appendix B, by a formal contract modification. The Contracting Officer may revise the PEMP, consistent with Section J, Appendix A, Statement of Work (SOW), during an evaluation period of performance and will incorporate any revisions through a contract modification. No changes will be made with less than 60 days remaining in the evaluation period.
- (b) Contractor Evaluation Self-Assessment Report. A periodic self-assessment shall be prepared by the Contractor for consideration by the Government no later than seven calendar days after the end of an evaluation period.
- (c) Schedule
- (1) Award Fee Determination. The amount of Award Fee (AF) earned will be based on the Contractor's performance as evaluated against the PEMP. This amount of AF earned 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. Each year, no later than December 15 (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 Award Fee earned and provide the Fee Determination Letter.
- (3) Award Fee Delay. If the Contracting Officer does not notify the Contractor of the amount of AF earned by the date specified in (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 (2).
- (d) No Allocation to Future Periods. AF not earned during the evaluation period shall not be allocated to future evaluation periods.

II. Part I – The Schedule, Section F, Deliveries or Performance, Clause F-5, Evaluation of Performance and Exercise of Option(s), is modified by deleting the existing language in Paragraph (1) and inserting the language below.

- (1) The Contractor's overall performance, taking into consideration performance evaluations pursuant to the Performance Evaluation and Measurement Plan;

III. Part II – Contract Clauses, Section I, Paragraph A – FAR Clauses Incorporated by Reference, is changed as follows:

- a. Delete FAR Clause 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)**
- b. Add FAR Clause 52.222-4, Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)**

IV. Part III – List of Documents, Exhibits, and Other Attachments, Section J – List of Appendices, is changed as follows:

- a. Appendix A – Statement of Work, Chapter III – Human Resources, is modified by deleting the language in subparagraph 5.2 and inserting the language below.**

5.2 No later than 60 days before the commencement of bargaining, the Contractor shall provide to the Contracting Officer in writing: 1) the proposed changes to the current collective bargaining agreement that will increase costs over and above the current collective bargaining agreement costs; 2) the proposed savings to the current collective bargaining agreement; 3) the dollar amounts associated with the proposed changes to reflect a total cost and total net cost (or savings). Cost increase figures shall be provided for each of the following distinct categories if relevant: wages, health benefits, retirement benefits and all other benefits that increase costs under the existing collective bargaining agreement. Upon the request of the Contracting Officer, provide the full financial impact of the proposed wage increases, including but not limited to the impact on overtime and shift differential costs and an estimate of overhead burden increases that will occur as a result of the proposed wage and benefit increases over the life of the collective bargaining agreement.

The Contractor will provide regional wage survey information, Benefits Value study information (if applicable), Cost Study information and any other relevant geographic economic comparators to support the collective bargaining cost figures set forth in the Contractor's proposal no later than 60 days prior to the commencement of bargaining.

Prior to the commencement of collective bargaining, the Contracting Officer will communicate in writing to the Contractor the total approved, aggregate cost ceiling for the cost associated with the successor collective bargaining agreement. Once the aggregate threshold is determined and provided to the Contractor, no further approval of economic parameters is required unless: 1) the changes would exceed the aggregate figure or, 2) the changes proposed are contrary to Departmental policy or written instructions. To the extent the Contractor assumes savings from new negotiation positions not set forth in the Contractor's initial cost proposal, the Contractor must notify the Contracting Officer of such assumed savings by no later than 15 days after the collective bargaining agreement is executed.

b. Appendix F – List of Applicable Directives, is modified as set forth below:

i. Delete the following directives:

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE
DOE	O	413.3B, Chg 4	11/29/10 Chg 4 dated 10/13/2017	Program and Project Management for the Acquisition of Capital Assets
DOE	O	473.3A	3/23/2016	Protection Program Operations <i>NOTE: The requirements under Attachment 3, Section A, Chapter VII.I.c, and Attachment 3, Section A, Chapter IX.3, are not applicable. Deviations to these requirements are in process.</i>

ii. Add the following directives:

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	413.3B, Min Chg 5	11/29/10 Chg 5 dated 4/20/2018	Program and Project Management for the Acquisition of Capital Assets	0037
NNSA	SD	470.4-2	6/23/2018	Enterprise Safeguards and Security Planning and Analysis Program	0037
DOE	O	473.3A Min Chg 1	3/23/2016 Chg 1 dated 1/2/2018	Protection Program Operations <i>NOTE: The requirements under Attachment 3, Section A, Chapter VII.I.c, and Attachment 3, Section A, Chapter IX.3, are not applicable. Deviations to these requirements are in process.</i>	0037

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

(END OF MODIFICATION)