

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**      1 CONTRACT ID CODE      PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO      3 EFFECTIVE DATE      4 REQUISITION/PURCHASE REG NO      5 PROJECT NO (If applicable)

0060      See Block 16C

6 ISSUED BY      CODE      7 ADMINISTERED BY (If other than Item 6)      CODE

892332      05002

NNSA M&O Contracting Branch  
NA-APM-131  
Albuquerque Complex  
P.O. Box 5400  
Albuquerque NM 87185-5400

NNSA Nevada Field OFC  
NA-00-NV  
P.O. Box 98518  
Las Vegas NV 89193-8518

8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code)

Mission Support And Test Services LLC  
PO Box 98521  
M/S HLV019  
Las Vegas NV 89193

9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO  
DE-NA0003624

10B DATED (SEE ITEM 13)  
05/12/2017

CODE 080083514      FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF \_\_\_\_\_.

D OTHER (Specify type of modification and authority)  
H-11 UPDATES TO FAR AND DEAR CLAUSES

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

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

The purpose of this modification is to modify Contract Clause H-24 titled, "Definition of Unusually Hazardous or Nuclear Risk and Other Terms For Purposes of Far Clause 52.250-1, Indemnification Under Public Law 85-804 (Apr 1964) Alt I (Apr 1964)" and to correct the clause date for FAR 52.234-4, Earned Value Management System.

See Page 2 for further details.

Payment:  
Period of Performance: 06/07/2017 to 11/30/2022

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)      15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark W. Martinez, President      Darby A. Dieterich

15B CONTRACTOR OFFEROR      15C DATE SIGNED      15B UNITED STATES OF AMERICA      15C DATE SIGNED

            2/10/2020

(Signature of person authorized to sign)      (Signature of Contracting Officer)

**1. PURPOSE:**

The purpose of this administrative modification is to modify Contract Clause H-24 titled, “*DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS FOR PURPOSES OF FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALT I(APR 1984)*” and to correct the clause date for FAR Clause 52.234-4 titled, “*EARNED VALUE MANAGEMENT SYSTEM*”.

**2. CHANGES TO THE CONTRACT:**

The following sections of the Contract of have been modified as follows:

**A. PART I – THE SCHEDULE, SECTION H – SPECIAL CONTRACT REQUIREMENTS:**

CLAUSE H-24, *DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS FOR PURPOSES OF FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALT I(APR 1984)*, paragraphs (c)2.i(B) and (c)2.v. are superseded and replaced in their entirety as follows:

(B) MSTS’s parent organizations including: Honeywell International, Inc. (HII), Jacobs Engineering Inc. (JEG) and [Huntington Ingalls Industries](#) and each parent organization corporate successors and corporate affiliates, and Employees, officers and directors of (A) and/or (B) above named or threatened to be named as defendants in lawsuits or litigation threatened or initiated by third parties which seek to impose or establish, or which could result in, a risk which is defined in this contract as unusually hazardous or nuclear, on account of actions or inactions of MSTS, or on account of actions or inactions undertaken by the corporations or individuals identified in subparagraph (A) and/or (B) above for, on behalf of, or with respect to, MSTS under this contract; and

v. the term "corporate affiliates of MSTS" means the parent companies of MSTS (HII, JEG and [Huntington Ingalls Industries](#) and, if applicable, the parent companies of each) as well as companies, other than MSTS, that directly or indirectly, are owned or otherwise controlled by the parent companies of MSTS.

**B. PART II - CONTRACT CLAUSES - SECTION I: FAR CLAUSES INCORPORATED BY REFERENCE:**

The Date of Clause cited for FAR 52.234-4, *EARNED VALUE MANAGEMENT SYSTEM* is changed from NOV 2016 to MAY 2014.

**(END OF MODIFICATION)**