

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. 0096	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 PO Box 98521 M/S NLV019 Las Vegas NV 89193		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 080083514			9B. DATED (SEE ITEM 11)
FACILITY CODE		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 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, FAR 43.103(a)(3)
	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.)

By the parties' agreement, this modification revises Clause B-2, CONTRACT TYPE AND VALUE, Table 1 - CLIN 0001 - Management and Operation of NNSS, adds Clause B-8-Establishment of Annual Controlled Base Line, updates Clause H-12, Management Team Compensation, and revises Section J-Appendix A, Statement of Work (SOW), Chapter I, Section 3.3, paragraph 3, and Chapter III, Section 3.2.4 Incentive Compensation Plan. See continuation pages for 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) Mark W. Martinez, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ariane S. Kaminsky	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 12/30/2020

Previous edition unusable

The purpose of this modification is to revise Clause B-2, CONTRACT TYPE AND VALUE, Table 1 – CLIN 0001 – Management and Operation of NNSS, add Clause B-8-Establishment of Annual Controlled Base Line, update Clause H-12, Management Team Compensation, and revise Section J-Appendix A, Statement of Work (SOW), Chapter I, Section 3.3, paragraph 3, and Chapter III, Section 3.2.4 Incentive Compensation Plan, as described below:

**A. PART I – The Schedule, SECTION B – Supplies or Services and Prices/Costs, Clause B-2, Table 1 -- CLIN 0001 -- Management and Operation of NNSS Base Term (October 1, 2018-September 30, 2019) and Base Term (12 months October 1, 2019-September 30, 2020) is replaced in its entirety as follows:**

Contract Period	Estimated Cost	Actual Cost	Available Award Fee**	Earned Award Fee***	Actual Cost Plus Earned Fee
Base Term (December 1, 2017 - September 30, 2018)	\$345,083,333	\$384,181,999 (Mod 0044)	\$15,183,667	\$13,604,566 (Mod 0044)	\$397,786,565 (Mod 0044)
Base Term (October 1, 2018 - September 30, 2019)	\$418,241,000	\$569,920,581 (Mod 0066)	\$18,402,600	\$17,811,323	\$587,731,904
Base Term (October 1, 2019 - September 30, 2020)	\$422,423,410	\$604,311,966.03 (Mod 0096)	\$25,702,989 (Mod 0096)	\$22,644,333 (Mod 0096)	\$626,956,299.03 (Mod 0096)
Base Term (October 1, 2020 - September 30, 2021)	\$426,647,644	\$TBD	\$18,772,500	\$TBD	\$TBD
Base Term (October 1, 2021 - September 30, 2022)	\$425,685,951	\$TBD	\$18,730,180	\$TBD	\$TBD
Base Term (October 1, 2022 - November 30, 2022)	\$69,016,667	\$TBD	\$3,036,734	\$TBD	\$TBD
Option Term 1 (December 1, 2022 - September 30, 2023)	\$362,686,051	\$TBD	\$15,958,187	\$TBD	\$TBD
Option Term 2 (October 1, 2023 - September 30, 2024)	\$439,575,494	\$TBD	\$19,341,325	\$TBD	\$TBD
Option Term 3 (October 1, 2024 - September 30, 2025)	\$443,971,249	\$TBD	\$19,534,735	\$TBD	\$TBD
Option Term 4 (October 1, 2025 -September 30, 2026)	\$448,410,962	\$TBD	\$19,730,080	\$TBD	\$TBD
Option Term 5 (October 1, 2026 - November 30, 2027)	<u>\$519,937,045</u>	<u>\$TBD</u>	<u>\$22,877,228</u>	<u>\$TBD</u>	<u>\$TBD</u>
Total	\$4,321,678,806	\$TBD	\$197,270,225	\$TBD	\$TBD

\*\*The amounts in this column represent the Available Award Fee that was established at contract award, with the exception of Fiscal Year 2020, which was mutually agreed upon by the parties in modification 0096, and a change from the Fee Determining Official’s (FDO) letter dated November 25, 2020. Any future adjustments made pursuant to Clause B-8 of the contract will not be reflected in this table.

\*\*\*Earned Award Fee may exceed the Available Award Fee expressed in this table pursuant to fee adjustments resulting from Clause B-8, Establishment of Annual Controlled Baseline (ACB).

**B-2 paragraph (e) is changed as follows:**

(e) The award fee percentage for CLIN 0001 will not be negotiated on an annual basis and are established at contract award. The Fixed Fee percentage for CLIN 0002 will not be negotiated on an annual basis and is established at contract award.

**B-3 CONTRACT FEE STRUCTURES paragraph (a) is changed to the following:**

(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 during the Base Term (CLIN 0001B), in accordance with (c)(ii) of this clause and B-5, Performance Evaluation.

**B-8 ESTABLISHMENT OF ANNUAL CONTROLLED BASELINE (ACB) is added as follows:**

**B-8 ESTABLISHMENT OF ANNUAL CONTROLLED BASELINE (ACB)**

The Contractor shall develop an ACB for all Contractor direct programs and indirect support costs, aligned with the Work Breakdown Structure (WBS) for further granularity in accordance with Section J-Appendix A, Statement of Work, Chapter I, Section 3.3. This clause applies to CLIN 0001 only.

***Award Fee Pool Adjustments:***

(a) *The maximum available Award Fee (AF) for the contract Base Term commencing on October 1, 2020, and for each Base or Option Term thereafter (Term), shall be adjusted using one of the following formulas, which shall not be changed unless the Parties mutually agree via a written modification to the Contract:*

*If the ACB is greater than the CLIN 0001 Table 1 Estimated Cost for the applicable Term the following formula shall be used:*

*$(ACB - CLIN\ 0001\ Table\ 1\ Original\ Estimated\ Costs) * (1 - 0.13) * 0.044 + CLIN\ 0001\ Table\ 1\ Available\ AF = Adjusted\ AF$*

*If the ACB is less than the CLIN 0001 Table 1 Estimated Cost for the applicable Term the following formula shall be used:*

*$ACB * 0.044 = Adjusted\ AF$*

(b) *The (ACB) shall be established by mutual agreement of the Parties at the beginning of each Term and shall consist of the following:*

*(1) The enacted budget amounts corresponding to the work to be performed by the Contractor during the Term; and*

(2) *Estimated funding obligated for any additional DOE/NNSA work scope to be performed by the Contractor during the Term (to the extent not already included in the enacted budget or excluded by paragraph (c)).*

(c) *The ACB shall exclude:*

(1) *Carryover, which is defined as the estimated costs of any work which was included in the fee base or ACB of a previous Term of the Contract or of the predecessor contract;*

(2) *Estimated costs included in the enacted budget for any work to be performed by a DOE/NNSA prime contractor other than MSTS;*

(3) *Estimated costs included in the enacted budget for work which the Parties have agreed via a written Contract modification to perform under CLIN 0003; and*

(4) *Estimated costs of Inter-Contractor Purchases placed with MSTS by other DOE or NNSA M&O contractors.*

(d) *In the event there is no enacted budget at the beginning of the Term, the President's Budget Request (PBR) shall be used in its place, and the established ACB shall be adjusted unilaterally by NNSA to reflect the enacted budget when it becomes available. At the time the ACB is adjusted to reflect the enacted budget, the resultant adjustment to fee shall be made in accordance with the formula prescribed in paragraph (a). In the event a budget is not enacted during the Term, the cumulative budget approved through a Continuing Resolution or series of Continuing Resolutions shall control in its place. No other adjustments shall be made to the maximum available AF unless NNSA-approved changes to the ACB result in an approved September 30th ACB.<sup>1</sup> reflecting a plus or minus 10 percent change from the established ACB. The 10 percent change threshold shall apply only to scope changes and not to changes caused by cost overruns, changes in the cost of labor, changes in the cost of materials, or other cost changes without a direct nexus to NNSA-approved changes in scope.*

(e) *The table below shall be updated to reflect prospective fee adjustments made pursuant to this clause:*

---

<sup>1</sup> The September 30<sup>th</sup> ACB shall represent the established ACB plus or minus the cost impact of all NNSA-approved scope changes made throughout the Term.

<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Adjusted Fee Base</b>	<b>Available Award Fee</b>	<b>Earned Award Fee</b>
Base Term (October 1, 2018 - September 30, 2019)	\$418,241,000	\$461,050,930	\$20,286,241	\$17,811,323.00
Base Term (October 1, 2019 - September 30, 2020)	\$422,423,410	\$584,158,840	\$25,702,989	\$22,644,333

Note: Only contract terms where an adjustment to the fee is warranted will be shown here.

**B. SECTION H: SPECIAL CONTRACT REQUIREMENTS are modified as follows:**

**H-12 MANAGEMENT TEAM COMPENSATION clause is modified and replaced in its entirety as follows:**

**H-12 MANAGEMENT TEAM COMPENSATION**

Amounts of compensation reimbursed during the first two years of contract performance shall not exceed the total proposed management team costs for any position, as reflected in Section L Attachment G “Management Team Cost Sheet” of the Contractor’s proposal in response to solicitation No. DE-SOL-0008418. For the remaining years of the Contract, the Key Personnel compensation will be reimbursed in accordance with the Statement of Work, Chapter III, paragraph 3.2.3. After the first two years of the contract, bonuses and incentive compensation for Key Personnel are unallowable costs and will not be compensated by the Government.

**C. Part III- List of Documents, Exhibits, and other Attachments are modified as follows:**

**Section J-Appendix A, Statement of Work, Chapter I Objectives, Scope, and Requirements, Section 3.3, paragraph 3 is replaced in its entirety as follows:**

The NNSA will provide the initial cost information, FTE data and scope framework on the effective date of the Contract. The Contractor shall develop an Annual Controlled Baseline (ACB) for all Contractor direct programs and indirect support costs, in accordance with DOE institutional cost reporting categories. The baseline will be constructed at a level that provides the ability to report the baseline and any changes to the baseline, programmatically and by resource organization. The baseline shall include cost, scope of work, and schedule and be fully consistent with directive and planning documents, budget requests, and progress reporting such as earned value management systems. The ACB will be under configuration management and control, with all changes formally documented. The ACB should be maintained in a manner consistent with and reconcilable to approved work authorizations, funding levels, and any programmatic reporting including EVMS or EVMS-like systems and any changes to the ACB should be based on changes in scope or formal direction from NNSA. The ACB will be submitted annually by August 15<sup>th</sup> unless otherwise agreed to in advance by the Contracting

Officer. Administrative changes initiated by the Contractor should be net zero cost changes or otherwise must be approved by the Contracting Officer.

**Section J-Appendix A, Statement of Work, Chapter III, Section 3.2.4 Incentive Compensation Plan, is replaced in its entirety as follows:**

For any proposed establishment of an Incentive Compensation Plan (variable pay plan/pay-at-risk), documentation shall be provided to the Contracting Officer, no later than 60 days prior to proposed implementation. No person in a Key Personnel position or acting in a Key Personnel position may participate in any Incentive Compensation Plan or other bonus plan that is a reimbursed cost under this Contract. Such proposal must contain:

- (i) The design of the Incentive Compensation Plan, the funding methodology, and linkage to Contract performance measures;
- (ii) Requirement for approval of Incentive Compensation Plan design changes by the Contracting Officer prior to implementation;
- (iii) Requirement for an annual approval, prior to the performance period, of the total dollar amount of the pool, the eligible positions, and linkage to Contract performance goals;
- (iv) Requirement for policy that provides a specific passover rate, i.e., percent of participants who will not receive an incentive;
- (v) Requirement for an annual summary report on distributions made under an Incentive Compensation Plan; and
- (vi) For any Executive Incentive Plans, a requirement for pay at risk.