

2. AMENDMENT/MODIFICATION NO. 0104	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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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
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Mission Support And Test Services LLC Attn: Jeanette Matthews PO Box 98521 M/S NLV019 Las Vegas NV 89193	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	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:
X	D. OTHER (Specify type of modification and authority) Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, Division E, Title VII, Section 743

**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 add Clause H-36 - PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS to the contract.

See page 2 of this modification 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annamarie Howe
15B. CONTRACTOR/OFFEROR Mark W. Martinez <small>Digitally signed by Mark W. Martinez Date: 2021.06.03 13:49:04 -07'00'</small> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA ANNAMARIE HOWE <small>Digitally signed by ANNAMARIE HOWE Date: 2021.06.04 12:29:44 -07'00'</small> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

The purpose of this modification is to add Clause **H-36 – PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS** to the contract.

1. PART I – THE SCHEDULE, TABLE OF CONTENTS, SECTION H: SPECIAL CONTRACT REQUIREMENTS, is hereby modified by adding as follows:

**H-36 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS**

2. SECTION H: SPECIAL CONTRACT REQUIREMENTS is hereby modified by adding as follows:

**H-36 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS**

The Contractor agrees that:

- a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(End of Clause)

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

**(END OF MODIFICATION)**