

2. AMENDMENT/MODIFICATION NO. 0160	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	892332	7. ADMINISTERED BY (If other than Item 6) CODE	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
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Mission Support And Test Services LLC Attn: Paul Spickard PO Box 98521 M/S NLV019 Las Vegas NV 891938421  CODE 080083514      FACILITY CODE	(x)	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
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**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)  
 00000-0000-00-000000-000000-0000000-0000000-0000000

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

<b>CHECK ONE</b>	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) Mutual Agreement of the Parties, FAR 43.103(a)(3)



**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.)**

UEI: YSYZHPCG4XB3  
 The purpose of this modification is to revise Section B - Supplies or Services and Prices/Costs, Clause B-2, CONTRACT TYPE AND VALUE, at Paragraph (b), Table 1 - CLIN 0001 Management and Operation of NNSS, to reflect increases in the "Estimated Cost" and "Available Award Fee" amounts at Option Terms 1 through 5 as a result of the Safeguards and Security scope of work that is being added to the contract. This modification also makes various changes to Section J at Appendices A, F and G. See Attachment 1 of this modification for further details.

Payment:  
 Fund: 00000 Appr Year: 0000 Allottee: 00 Report  
 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) <b>GARRETT HARENCAK</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annamarie Howe
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>
15C. DATE SIGNED <b>7/14/23</b>	16C. DATE SIGNED <b>4/20/2023</b>

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-NA0003624/0160

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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)
	Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Period of Performance: 06/07/2017 to 11/30/2027				

The following changes are made as a result of this modification:

**I. PART I – The Schedule, Section B – Supplies or Services and Prices/Costs, Clause B-2, CONTRACT TYPE AND VALUE, at Paragraph (b), Table 1 – CLIN 0001 Management and Operation of NNS, is replaced in its entirety, as follows:**

**B-2 CONTRACT TYPE AND VALUE (Mod 0009, 0037, 0042, 0044, 0062, 0066, 0069, 0085, 0089, 0096, 0120, 0123, 0144, 0160, 0167)**

- (a) This is a performance-based Management and Operating (M&O) Contract with cost-plus-award-fee and cost-plus-fixed fee provisions.
- (b) The estimated cost, award fee available, and award fee earned for CLIN 0001 (DOE and NNSA work is set forth in Table 1 below). The first period of the base term is 10 months to allow succeeding years of the base term to align with the Government’s Fiscal Year. The remaining periods of the base term are one year each with a final base period of two months. CLIN 0002 in Table Two is set up identically. Option Term 1 is 10 months; Option Terms 2 through 4 are each one year in length, and the final Option Term 5 is 14 months. (Mod 0009).

**Table 1 -- CLIN 0001 -- Management and Operation of NNS (Mod 0009, 0037, 0042, 0044, 0062, 0066, 0089, 0096, 0123, 0144, 0160, 0167)**

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 (12 Months October 1, 2020 - September 30, 2021)	\$426,647,644	\$634,466,746 (Mod 0123)	\$18,772,500*	\$21,303,108 (Mod 0144)	\$655,769,854 (FINAL) (Mod 0144)
Base Term (October 1, 2021 - September 30, 2022)	\$425,685,951	\$687,026,572 (Mod 0167)	\$18,730,180	\$23,220,097 (Mod 0167)	\$710,246,669 (FINAL) (Mod 0167)
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)	\$376,329,690	\$TBD	\$16,558,506	\$TBD	\$TBD
Option Term 2 (October 1, 2023 – September 30, 2024)	\$493,689,662	\$TBD	\$21,722,345	\$TBD	\$TBD
Option Term 3 (October 1, 2024 - September 30, 2025)	\$499,221,815	\$TBD	\$21,965,760	\$TBD	\$TBD

Option Term 4 (October 1, 2025 -September 30, 2026)	\$504,821,789	\$TBD	\$22,212,159	\$TBD	\$TBD
Option Term 5 (October 1, 2026 - November 30, 2027)	\$587,131,742	\$TBD	\$25,833,797	\$TBD	\$TBD
TOTAL	\$4,568,292,703	\$TBD	\$208,121,237	\$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). (Mod 0096)*

*\*In the event Option 1 is exercised then the PER will cover OCT 1, 2022, through SEPT 30, 2023 (Base Term 10/1/22 – 11/30/22 + Option 1 12/1/22 – 9/30/23).*

**II. PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, Section J, modified as follows:**

**A. Appendix A, Statement of Work, is modified as follows:**

**1. CHAPTER I. OBJECTIVES, SCOPE, AND REQUIREMENTS, 3.0 SCOPE, 3.1 Mission, is modified by removing the text at subparagraph xiii in its entirety and inserting the following language:**

- xiii) Conduct a security program that fosters an institutionalized security conscious culture that performs work securely and assigns unambiguous roles, responsibilities, authorities, and accountability while integrating excellence in safeguards and security into all Site activities; and

**2. CHAPTER II. WORK SCOPE STRUCTURE, at 7.0, DEFENSE NUCLEAR SECURITY REQUIREMENTS, is modified by removing the existing text in its entirety and inserting the following language:**

**7.0 DEFENSE NUCLEAR SECURITY REQUIREMENTS**

The Office of Defense Nuclear Security (DNS) leads, develops, and implements the National Nuclear Security Administration's (NNSA) safeguards and security (S&S) program to enable NNSA's nuclear security enterprise (NSE) missions. The NNSA S&S program provides protection for NNSA personnel, facilities, nuclear weapons, and materials from a full spectrum of threats, ranging from minor security incidents to acts of terrorism.

The Contractor shall implement an effective and efficient S&S program that fosters a security conscious culture and focuses on innovation as well as appropriate application of risk management. The Contractor is responsible for executing all S&S programs employed at NNSS and satellite offices. This responsibility includes planning, integration, and management of all program elements, such as Protective Force, counter unmanned aerial systems (CUAS), physical security systems, materials control and accounting, personnel security, technical security, information security, operations security, performance

assurance/vulnerability assessments, classification/declassification, and cyber security. The Contractor shall provide a highly trained, competent, qualified, and certified Protective Force to protect NNSA assets at the NNSS. The Contractor is expected to provide protective force staffing to meet requirements and mission needs in a risk-based, cost-effective manner.

The Contractor shall effectively plan, estimate, and execute security projects and procurements necessary for equipment and infrastructure modernization and enhancement. The Contractor will be required to effectively interact with local law enforcement from multiple jurisdictions in multiple States. At some satellite offices, the Contractor shall conduct operations security, entry and access control, and security education and awareness. The Contractor shall establish and maintain best practices for all security programs. The Contractor is expected to meet these requirements in a cost-effective manner.

### **3. CHAPTER III. HUMAN RESOURCES is modified as follows:**

**1.0 DEFINITIONS** is replaced in its entirety with:

Incumbent Employees are the employees in good standing of National Security Technologies, LLC (NSTec) under Contract DE-AC52-06NA25946 as of the effective date of the Contract, or of SOC, LLC under Contract DE-NA0003676, as of the effective date of Modification No. 0160. Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor on or after the beginning of the Base Term of the contract.

**2.1 Staffing Plan** is modified by adding the following:

**2.1.1** No later than 30 calendar days after the effective date of Modification No. 0160, the Contractor shall provide NNSA its plan for achieving the right workforce size and skills mix and an estimate of the number of employees to whom it expects to make employment offers. This staffing plan shall highlight essential skills and personnel that must be retained, by position, to ensure continuity of essential mission, safety, security, and safeguards programs.

**2.2 Pay and Benefits** is modified by adding the following:

**2.2.3** No later than 45 calendar days after the effective date of Modification No. 0160, the Contractor shall submit for NNSA approval all proposed benefit plans including but not limited to retirement plans, disability, healthcare, and paid time off for Incumbent Employees who are former SOC, LLC employees. The submission shall include all plan documents that will describe benefits provided to employees including existing plans to which the Contractor becomes a sponsor as a result of Modification No. 0160 (with proposed changes to existing plans), as well as newly proposed plans.

**B. Appendix F, *List of Applicable Laws, Regulations, and DOE Directives*, is modified to add the following entries:**

DIRECTIVE NUMBER			DATE	DOE DIRECTIVE TITLE
NNSA	SD	473.3	9/10/2014	Enterprise Mission Essential Task List-Based Protective Force

				Training Program
DOE	O	473.1A	8/30/2021	Physical Protection Program
DOE	O	473.2A	8/30/2021	Protective Force Operations

**C. Appendix G, *Personnel Appendix*, is modified as follows:**

1. **Section 2.0 – DEFINITIONS** is modified by adding the following and renumbering the remaining sections accordingly:

2. **Accredited Service**

- a. Employees who transfer directly to MSTS from SOC, LLC as a result of Modification No. 0160 will retain the site service date and continuous service date recognized by SOC, LLC. Employees who are hired by MSTS with SOC, LLC service will be given credit for site service for benefit purposes, if there has not been a break in service longer than 3 years. Vested and credited service in the pension plans are subject to Employee Retirement Income Security Act of 1974 (ERISA) service rules.

2. **Section 6.0 – RETIREMENT PLANS** is modified by adding the following:

- c. NNSS Staff Pension Plan
    - d. NNSS IGAN Pension Plan

3. **Section 6.0 – RETIREMENT PLANS** is modified by adding **Section 6.2 – SOC Highly Compensated Employee Payments** adding the following:

SOC provided certain employees who were considered highly compensated employees (HCEs) (as that term is defined in the Internal Revenue Code) certain cash payments in lieu of post-2017 participation in the NNSS Staff Pension Plan. The cash payments were roughly equivalent to the present value of the accrued benefit the SOC Incumbent Employees who were HCEs would have received had they continued to accrue benefits in the NNSS Staff Pension Plan. The costs of the payments of cash compensation in lieu of retirement benefit for the impacted Incumbent Employees shall be allowable expenses under the Contract, unless or until the Contractor proposes an alternative retirement benefit for impacted employees and submits proposed alternative in accordance with Section J, Appendix A, Chapter III, Human Resources, Section 4.4.3. SOC Incumbent Employees who were eligible to receive cash payments from SOC in lieu of participation in the NNSS Staff Pension Plan, as of the expiration date of the SOC contract (No. DE-NA0003676), will be identified in writing by SOC and agreed upon by MSTS. The payment shall be calculated and provided to the Contracting Officer for review and approval 60 days prior to the payments being provided to the eligible employees.

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

**(END OF MODIFICATION)**