

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0198	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-PAS-211 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05115	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 & TEST SERVICES LLC Attn: Paul Spickard PO Box 98521 M/S NLV019 Las Vegas NV 891938421		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE YSYZHPCG4XB3		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 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) 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 add new language and also to revise the existing language at PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, SECTION J - LIST OF APPENDICES, APPENDIX G - PERSONNEL APPENDIX, at Section 2.0 - DEFINITIONS, paragraph 1. - Accredited Service, subparagraph b., of the contract.

See Attachment 1 of this modification for further details.

Payment:

Period of Performance: 06/07/2017 to 11/30/2027

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) Garrett Harenca, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annamarie Howe	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/7/23	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, SECTION J – LIST OF APPENDICES, APPENDIX G – PERSONNEL APPENDIX, is being modified to add new language to recognize the site service credit of Protective Force employees who were direct hires from SOC to MSTs after November 30, 2017, but prior to the SOC contract transition on June 19, 2023. Also, the existing contract language is being modified with regard to retiree medical plan eligibility to comply with prior approvals, plan documents and administration. To accomplish these revisions, the following changes are being made:

- 1. Section 2.0 – DEFINITIONS, paragraph 1., subparagraph b., is modified to add new language at the newly established Roman Numeral v. as set forth below.**
- 2. Section 2.0 - DEFINITIONS, paragraph 1., subparagraph b., is modified at Roman Numeral ii., b., at the fourth bulleted item, as well as at Roman Numeral iv., b., at the fourth bulleted item, to reflect a revised eligibility requirement as set forth below.**

2.0 DEFINITIONS

1. Accredited Service

- a. Employees who transfer directly to MSTs from the predecessor contractor will retain the site service date and continuous service date recognized by the predecessor contractor. Employees who are hired by MSTs with predecessor contractor service will be given credit for Nevada National Security Site (NNSS) service for benefit purposes, if there has not been a break in service longer than 3 years. Vested and credited service in the 401(k) Plan and Pension Plan are subject to Employee Retirement Income Security Act of 1974 (ERISA) service rules.
- b. Transfers from parent companies:
 - i. *Prior to January 1, 2013*, National Security Technologies, LLC (NSTec), employees transferring directly from Northrop Grumman, AECOM, CH2M Hill, or Nuclear Fuel Services will retain the continuous or credited service date recognized by the NSTec parent companies from which they transfer for the purpose of eligibility for benefits, including service awards, paid time off (PTO), and 401(k) and pension plan vesting.
 - ii. *After January 1, 2013, and prior to December 1, 2017*, NSTec employees who transferred directly from Northrop Grumman, AECOM, CH2M Hill, or Nuclear Fuel Services retained the continuous or credited service date recognized by the NSTec parent companies from which they transferred for the following purposes:
 - a. Service with a parent organization not under DOE or NNSA Management and Operating (M&O) or Site Management contract: PTO eligibility and accrual only.
 - b. Service with a parent organization under DOE or NNSA M&O or Site Management Contract:
 - PTO eligibility and accrual

- Eligibility for leaves of absence
 - Eligibility for vesting and employer contributions to market-based retirement plans (but not for determination of benefit)
 - Eligibility for retiree medical, dental, and life insurance benefits (when the individual worked at least the § 10 years prior to retirement under DOE or NNSA M&O or facilities management cost reimbursement contracts)
 - Eligibility and/or determination of benefit for long- and short-term disability
 - Determination of severance benefits (for service for which severance has not already been paid)
- iii. Employees transferring directly from The Babcock & Wilcox Company without prior Nuclear Fuel Services service will be credited with continuous service as of January 5, 2009 (the date The Babcock & Wilcox Company acquired Nuclear Fuel Services), or their actual service date as established by Babcock & Wilcox, whichever is later. Eligibility for benefits based on that credited service date will be in accordance with paragraph ii above.
- iv. After November 30, 2017, MSTS employees who transferred directly from Honeywell International Inc., Jacobs Engineering Group, Inc., or Stoller Newport News Nuclear, Inc.(now HII-Nuclear, Inc [Mod 033]), retain the continuous or credited service date recognized by the MSTS parent companies from which they transferred for the following purposes:
- a. Service with parent organization not under DOE or NNSA M&O or Site Management contract: PTO eligibility and accrual only.
 - b. Service with the parent organization under DOE or NNSA M&O or Site Management contract:
 - PTO eligibility and accrual
 - Eligibility for leaves of absence
 - Eligibility for vesting and employer contributions to market-based retirement plans (but not for determination of benefit)
 - Eligibility for retiree medical, dental, and life insurance benefits (when the individual worked at least the § 10 years prior to retirement under DOE or NNSA M&O or facilities management cost reimbursement contracts)
 - Eligibility and/or determination of benefit for long- and short-term disability; and determination of severance benefits (for service for which severance has not already been paid)
- v. After November 30, 2017, but prior to June 19, 2023, MSTS employees who were hired directly from SOC, LLC, will retain the continuous or credited service date recognized by the Protective Force contractor for Nevada National Security Sites (NNSS) service as follows:

- PTO eligibility and accrual
 - Eligibility for leaves of absence
 - Eligibility for vesting and employer contributions to market-based retirement plans (but not for determination of benefit)
 - Eligibility for retiree medical, dental, and life insurance benefits [when the individual worked at least the 10 years prior to retirement under Department of Energy or National Nuclear Security Administration Management and Operating contractor or facilities management cost reimbursement contracts]
 - Eligibility and/or determination of benefit for long- and short-term disability; and determination of severance benefits (for service for which severance has not already been paid)
- c. 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.

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

(END OF MODIFICATION)