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|--|------------------------------------|---|---|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                    | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1   6                                  |
| 2. AMENDMENT/MODIFICATION NO.<br>0082  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.  | 5. PROJECT NO. (If applicable)                          |
| 6. ISSUED BY<br>NNSA M&O Contracting Branch<br>NA-APM-131<br>Albuquerque Complex<br>P.O. Box 5400<br>Albuquerque NM 87185-5400   | CODE<br>892332                     | 7. ADMINISTERED BY (If other than Item 6)<br>NNSA Kansas City Field OFC<br>NA-00-KC<br>P.O. Box 410202<br>Kansas City MO 64141-0202 | CODE<br>05004   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>Honeywell<br>Attn: Kevin Kleinsorge<br>23500 West 105th Street<br>MS 300<br>Olathe KS 66061 |                                    | (x)   | 9A. AMENDMENT OF SOLICITATION NO.                       |
| CODE 007119050 FACILITY CODE   |                                    |   | 9B. DATED (SEE ITEM 11)                                 |
|  |                                    | x   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE-NA0002839 |
|  |                                    |   | 10B. DATED (SEE ITEM 13)<br>07/09/2015                  |

**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 telegram 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 telegram or letter, provided each telegram or letter 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 date, 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)<br>Mutual Agreement of the Parties, FAR 43.103(a) (3) and H-14 CLAUSE UPDATES AND IMPLEMENTATION SECTION TO F   |

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

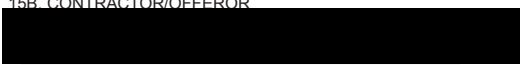

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise clauses B-3 CONTRACT FEE STRUCTURES, B-5 PERFORMANCE EVALUATION, F-5 EVALUATION OF PERFORMANCE AND EXERCISE OF OPTION(S), and Incorporate I-27 FAR 52.204-23 (Jul 2018) PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

See page 3.

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)<br>Bert W. Gawthorp, Jr<br>General Counsel  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Sarah R. Hammond  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |
| 15C. DATE SIGNED<br>04/16/2019  | 16C. DATE SIGNED<br>19 Apr 2019   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-NA0002839/0082

PAGE OF  
2 6

NAME OF OFFEROR OR CONTRACTOR  
Honeywell

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                                    | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | Payment:<br>Period of Performance: 07/09/2015 to 11/08/2020 |                 |             |                   |               |

1. **PURPOSE:** The purpose of this modification is to
  - a. Revise Clause B-3 CONTRACT FEE STRUCTURES
  - b. Revise Clause B-5 PERFORMANCE EVALUATION
  - c. Revise Clause F-5 EVALUATION OF PERFORMANCE AND EXERCISE OF OPTION(S)
  - d. Incorporate I-27 FAR 52.204-23 (Jul 2018) PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

2. **CHANGES TO THE CONTRACT:**

a. **PART I - THE SCHEDULE- SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS:**

1. Revise **B-3 CONTRACT FEE STRUCTURES** to by updating paragraph (a) and deleting paragraph (c) in its entirety. Paragraph (a) is deleted in its entirety and replaced as follows:

FROM:

- (a) Fixed fees (Work for Others) and available award fee. The fixed fees (Work for Others) and 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, Contract Type and Value. The Contractor shall be eligible to earn award fee of \$153,304,000 during the Base Term (CLIN 0001B) subject to its performance under the annual Award Fee Plan. The award fee decision is a unilateral decision of the Fee Determining Official (FDO) based on the Contractor's performance rating under this Contract in accordance with the Award Fee Plan, and the terms and conditions of the Contract. The award fee earned is payable in accordance with the contract clause DEAR 970.5232-2, Payments and Advances.

TO:

- (a) Fixed fees (Work for Others) and available award fee. The fixed fees (Work for Others) and 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, Contract Type and Value. The Contractor shall be eligible to earn award fee of \$153,304,000 during the Base Term (CLIN 0001B), in accordance with (b)(ii) of this clause and B-5, Performance Evaluation.

1. Revise **B-5 PERFORMANCE EVALUATION** and replace in its entirety as follows:

- (a) Performance Evaluation and Measurement Plan (PEMP). A PEMP will be developed by NNSA for this Contract which will document strategic performance expectations and the process by which the Contractor's performance will be evaluated. The Parties will strive to reach mutual agreement on expected performance and will work together to establish the PEMP. In the event the parties cannot come to agreement, NNSA reserves the right to make the final decision and issue the PEMP unilaterally. The PEMP once finalized, whether bilaterally or unilaterally, will be incorporated into the Contract at Section J, Appendix B, by a formal contract modification. The Contracting Officer may revise the PEMP, consistent with Section J, Appendix A, Statement of Work (SOW), during an evaluation period of performance and will incorporate any revisions through a contract modification. No changes will be made with less than 60 days remaining in the evaluation period.

- (b) Contractor Evaluation Self-Assessment Report. A periodic self-assessment may be prepared by the Contractor for consideration by the Government. If submitted, it shall be submitted no later than 7 calendar days after the end of an evaluation period.
- (c) Schedule.
  - 1. Award Fee Determination. The amount of Award Fee (AF) earned will be based on the Contractor's performance as evaluated against the PEMP, and in accordance with the terms and conditions of this Contract. This amount of AF earned will be unilaterally determined by NNSA's Fee Determining Official (FDO), who will document his or her AF determination in a Fee Determination Letter.
  - 2. Contractor Notification. Each year, no later than December 15 (or the first business day thereafter, if December 15 is a Saturday, Sunday, or Federal Holiday), the Contracting Officer will notify the Contractor of the amount of Award Fee earned and provide the Fee Determination Letter.
  - 3. Award Fee Delay. If the Contracting Officer does not notify the Contractor of the amount of AF earned by the date specified in (2), the Contractor shall be entitled to interest on the AF earned, following the procedures outlined at 5 C.F.R. § 1315.10. For purposes of this calculation, the payment due date is considered to be the day after the date specified in (ii).
- (d) No Allocation to Future Periods. AF not earned during the evaluation period shall not be allocated to future evaluation periods.

**b. PART I - THE SCHEDULE- SECTION F - DELIVERIES OR PERFORMANCE:**

Revise F-5 EVALUATION OF PERFORMANCE AND EXERCISE OF OPTION(S) to change the reference to Award Fee Plan to Performance Evaluation and Measurement Plan

**F-5 EVALUATION OF PERFORMANCE AND EXERCISE OF OPTION(S)**

The decision to extend this Contract will be a unilateral decision made by DOE/NNSA. Exercise of any option shall be in accordance with Section I clause FAR 52.217-9, *Option to Extend the Term of the Contract*. At a minimum, the DOE/NNSA will consider the following in determining whether to extend the Contract:

- (1) The Contractor's overall performance, taking into consideration performance evaluations pursuant to the **Performance Evaluation and Measurement Plan**;
- (2) The considerations under DEAR 970.1706-1(b) for exercising options under M&O contracts.

**c. PART II - CONTRACT CLAUSES - SECTION I**

- 1. The *TABLE OF CONTENTS* is modified by adding the following reference:

**I-27 FAR 52.204-23 (Jul 2018) PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)**

2. Paragraph C, *FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT*, is modified by adding clause I-27 as set forth below.

**52.204–23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)**

(a) *Definitions.* As used in this clause—

*Covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall

report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any

additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

This Supplemental Agreement constitutes a full and equitable adjustment and the Contractor releases the Government from any and all liability under the contract for further equitable adjustments arising out or in connection with the changes effected hereby. No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

**(END OF MODIFICATION)**