

2 AMENDMENT/MODIFICATION NO 0193	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 Production OFC NA-NPO P.O. Box 2050 Oak Ridge TN 37830	CODE 05047
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CONSOLIDATED NUCLEAR SECURITY , LLC Attn: Mike Vermeulen PO BOX 2009 OAK RIDGE TN 37830	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B DATED (SEE ITEM 11)
	X	10A MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942
		10B DATED (SEE ITEM 13) 01/08/2013
CODE 078390708	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)

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
	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)
The purpose of this modification is to revise Clause B-2 Contract Fee Structures, Clause B-7 Performance and Evaluation Measurement Plan (PEMP) and Clause F-5 Evaluation of Performance and Exercise of Options(s). See continuation page for details.
Payment:
OR for Oak Ridge/OSTI
U.S. Department of Energy
Oak Ridge Office
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831
Period of Performance: 07/01/2014 to 09/30/2021

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) Morgan N. Smith, President and Chief Executive Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raymond E. Cruz, Jr.
15B. CONTRACTING OFFICER 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 3/25/2020	16C. DATE SIGNED 3-25-2020

The purpose of this modification is to revise Clause B-2 Contract Fee Structures, Clause B-7 Performance and Evaluation Measurement Plan (PEMP), and Clause F-5 Evaluation of Performance and Exercise of Option(s) due to the ongoing Coronavirus (COVID-19) national emergency. The following items are changed as follows:

1) Clause B-2 Contract Fee Structures paragraph (a)(5)(ii)(A); 2) Clause B-7 Performance and Evaluation Measurement Plan (PEMP) paragraph (c)(2); and 3) Clause F-5 Evaluation of Performance and Exercise of Option(s) paragraph (a) table:

A. Section B: Supplies or Services and Price/Costs changes:

Section B, Clause B-2 CONTRACT FEE STRUCTURES paragraph (a)(5)(ii)(A) is changed:

From:

(5) Provisional Payment of Fee

(ii) The Award Fee is authorized for draw down by the Contractor from the Contract's special financial institution account as follows:

(A) In monthly provisional fee payments equivalent to 3% of the Available Award Fee,
or

To:

(5) Provisional Payment of Fee

(ii) The Award Fee is authorized for draw down by the Contractor from the Contract's special financial institution account as follows:

(A) In monthly provisional fee payments equivalent to 3% of the Available Award Fee
(with the understanding that the Contractor is authorized to draw down 51% of the total Available FY 2019 Award Fee on a provisional basis), or

Section B, Clause B-7 PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP) paragraph (c)(2) Contractor Notification is changed:

From:

Contractor Notification. Each year (except for the year 2019), 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 AF earned and provide the Fee Determination Letter. For the year 2019 specifically, the Contracting Officer will notify the Contractor of the amount of AF earned and provide the Fee Determination Letter at the time the Option Term 2 Gateway Decision Point is determined by the Fee Determining Official. This shall occur not later than March 31, 2020.

To:

Contractor Notification. Each year (except for the year 2019), 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 AF earned and provide the Fee Determination Letter. For the year 2019 specifically, the Contracting Officer will notify the Contractor of the amount of AF earned and provide the Fee Determination Letter at the time the Option Term 2 Gateway Decision Point is determined by the Fee Determining Official. This shall occur not later than June 30, 2020.

B. Section F: Deliveries and Performance changes:

Section F, Clause F-5 EVALUATION OF PERFORMANCE AND EXERCISE OF OPTION(S) (THIS CLAUSE APPLIES TO CLIN 0001 ONLY) Paragraph (a) Option Term 2 Table is changed:

From:

The table below reflects Option Terms 1, 2, & 3.

	Gateway Decision Point	Performance Years Evaluated	Option Years Available
Option Term 1	2 nd Quarter of GFY 2018	1 Jul 2014 – 30 Sep 2017	6-7
Option Term 2	2 nd Quarter of GFY 2020	1 Oct 2017 – 30 Sep 2019	8-9
Option Term 3	2 nd Quarter of GFY 2022	1 Oct 2019 – 30 Sep 2021	10

NOTE: Evaluation of Performance is aligned with the CPEP and the GFY. There is no change in contract period of performance dates as a result of this alignment.

NNSA will evaluate contract performance years 1-3 (July 1, 2014-Sep 30, 2017) to award Option Term 1 - contract years 6-7 (Oct 1, 2019-Sep 30, 2021)

NNSA will evaluate contract performance for years 4-5 (Oct 1, 2017-Sep 30, 2019) to award Option Term 2 - contract years 8-9 (Oct 1, 2021-Sep 30, 2023)

NNSA will evaluate contract performance years 6-7 (Oct 1, 2019-Sep 30, 2021) to award Option Term 3 - contract year (9 month period) 10 (Oct 1, 2023-June 30, 2024)

To:

The table below reflects Option Terms 1, 2, & 3.

	Gateway Decision Point	Performance Years Evaluated	Option Years Available
Option Term 1	2 nd Quarter of GFY 2018	1 Jul 2014 – 30 Sep 2017	6-7
Option Term 2	3 rd Quarter of GFY 2020	1 Oct 2017 – 30 Sep 2019	8-9
Option Term 3	2 nd Quarter of GFY 2022	1 Oct 2019 – 30 Sep 2021	10

NOTE: Evaluation of Performance is aligned with the CPEP and the GFY. There is no change in contract period of performance dates as a result of this alignment.

NNSA will evaluate contract performance years 1-3 (July 1, 2014-Sep 30, 2017) to award Option Term 1 - contract years 6-7 (Oct 1, 2019-Sep 30, 2021)

NNSA will evaluate contract performance for years 4-5 (Oct 1, 2017-Sep 30, 2019) to award Option Term 2 - contract years 8-9 (Oct 1, 2021-Sep 30, 2023)

NNSA will evaluate contract performance years 6-7 (Oct 1, 2019-Sep 30, 2021) to award Option Term 3 - contract year (9 month period) 10 (Oct 1, 2023-June 30, 2024)