

2. AMENDMENT/MODIFICATION NO. 0116	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 Sandia Field OFC NA-00-SN Sandia Field Office (MS 0184) P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05005
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) National Technology & Engineering Solutions of Sandia, LLC Attn: Kelly Westlake 1515 EUBANK BLVD. SE P.O. BOX 5800, MS-0180, 87185-0180 ALBUQUERQUE NM 871850180	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003525
		10B. DATED (SEE ITEM 13) 12/16/2016

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. ACCOUNT NG 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 MODIF ED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH N 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) Pub. L. No. 116-136; DEAR 970.5204-2; DEAR 952.215-70; 42 USC §7101; 50 USC § 2401

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:

- Extend the authority for paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in Section H, clause 38, paragraph (a) (2) from March 31, 2021 to September 30, 2021 in accordance with Policy Flash 2021-25: CARES Act extension to 9-30-21.
- Replace Section J, Appendix A, Statement of Work, Chapter III Human Resources, 6.0 Benefits, in its entirety with Attachment 1 to clarify the use of Defined Benefit, Defined Contribution, and retirement plans, throughout, while also keeping the change made to Section 6.4 in modification 103.

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) Kelly Westlake, Senior Manager, Prime Contract National Technology & Engineering Solutions of Sandia	16A. NAME AND TITLE OF CONTRACT NG OFFICER (Type or print) Maria D. Trujillo
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NA0003525/0116

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NAME OF OFFEROR OR CONTRACTOR
National Technology & Engineering Solutions of Sandia, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Replace Appendix B, List of Applicable Directives and NNSA Policy Letters, in its entirety with Attachment 2.</p> <p>4. Replace Appendix C, Personnel Appendix, Section 6.0, Retirement Plans, in its entirety with Attachment 3 to: add "(DB)" after Defined Benefit and "(DC)" to Defined Contribution; change the word "pension" to "retirement" and "pensionable" to "eligible" in subparagraph (i) General Provision under Defined Contribution (DC) Plans; and renumber the subparagraphs (1) through (3) to (1) through (4) in subparagraph (iii) under Defined Contribution (DC) Plan.</p> <p>5. Replace Appendix D, Key Personnel, in its entirety with Attachment 4 to update the titles as follows:</p> <ul style="list-style-type: none"> - Deputy Laboratories Director Operations to Deputy Laboratories Director - Chief Operating Officer - Deputy Laboratories Director for Nuclear Deterrence to Deputy Laboratories Director - Chief Technology Officer Nuclear Deterrence <p>-- End of Modification --</p> <p>Payment: Period of Performance: 01/18/2017 to 04/30/2022</p>				

Section J, Appendix A, Chapter III: *Human Resources*, Section 6, *Benefits*

6.0 BENEFITS

6.1 Assumption of Existing Retirement and Benefit Plans and Establishment of New Retirement and/or Benefit Plans

The Contractor will be required to become a sponsor of the existing retirement plans and other Post Retirement Benefit Plans (PRB), as applicable, with responsibility for management and administration of the plans, including maintaining the qualified status of those plans. Incumbent Employees shall remain in their existing retirement plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to retirement plan eligibility requirements and applicable law. The Contractor shall carry over the length of service credit and leave balances for Incumbent Employees accrued as of the date of the Base Term.

6.1.1 To the extent the Contractor seeks to establish new benefit plans or change benefits under existing benefit plans at the time of Contract transition, the Contractor shall provide justification to the Contracting Officer for all new benefit plans and for all changes to existing benefit plans, plan design, or funding methodology. Proposed changes must also include cost impact, and the basis of determining cost. The Contractor must obtain approval from the Contracting Officer prior to implementation of a new benefit plan and prior to making changes to existing benefit plans that increase cost. The Contractor shall provide 60 day advance notification to the CO of changes to benefit plans that do not increase cost or long-term liability

6.1.2 After transition, revisions to existing plans or establishing new plans that will increase costs or long-term liability to the DOE/NNSA require CO approval prior to implementation. For changes to existing benefit plans or establishment of new plans that will not raise costs or long-term liability, 60 day advance notification to the CO is required.

6.1.3 Cost reimbursement for retirement and other benefit programs sponsored by the Contractor for non-bargaining and bargaining unit employees will be based on conformance with the “Employee Benefits Value Study” and “Employee Benefits Cost Survey Comparison” requirements as described in 6.1.6.1 and 6.1.6.2 below.

- 6.1.4** If the Contractor seeks to terminate any non-retirement benefit plan during the term of the Contract, the Contractor must obtain Contracting Officer approval at least 60 days prior to the scheduled date of plan termination. The Contracting Officer will provide approval or disapproval of the proposal no later than 30 days before the scheduled termination, unless the Contracting Officer informs the Contractor that additional review time is necessary.
- 6.1.5** Service Credit for cost reimbursement for employee benefits to include PRB eligibility will be determined in accordance with NNSA Supplemental Directive NA SD O 350.1, M&O Contractor Service Credit Recognition.
- 6.1.6** Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall participate in and/or submit the studies required in paragraphs 6.1.6.1 through 6.1.6.3 below. The studies shall be used by the Contractor in calculating the cost of the benefits under existing benefit plans. In addition, the Contractor shall submit updated values to the Contracting Officer for approval prior to the adoption of any change that will increase costs to a retirement or other benefit plan.
- 6.1.6.1** The Consolidated Employee Benefits Value Study for non-bargaining unit employees, must be completed every two years or as directed by the Contracting Officer. An Employee Benefits Value Study (Ben Val) is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to employees measured against the RV of benefit programs offered by comparator companies. The Contractor will use the comparator companies previously used in the last Consolidated Benefit Value Study. If any of the comparator companies no longer participate, the Contractor will recommend replacement companies for approval by the Contracting Officer. The Contractor shall include major non-statutory benefit plans offered by the Contractor, including qualified defined benefit pension (DB) plans and defined contribution (DC) retirement plans; capital accumulation plans; and death, disability, health, and paid time off welfare benefit programs in the Benefit Value Study (Ben Val). Any M&O Contractor DB plans, closed to new entrants, do not have to be included in the Ben Val

measurement. To the extent that the value studies do not address postretirement benefits other than DB plans, the Contractor shall provide a separate cost and plan design data comparison for the postretirement benefits other than DB plans using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

A Ben Val for bargaining unit employees shall be completed six months prior to the end of the collective bargaining agreement. The Ben Val for bargaining unit employees must include at least 15 comparator companies approved by the Contracting Officer. The Ben Val must include major non-statutory benefit plans offered by the Contractor, including qualified DB plans and DC retirement plans; capital accumulation plans; and death, disability, health, and paid time off welfare benefit programs. Any M&O Contractor DB plans, closed to new entrants, do not have to be included in the Ben Val measurement. To the extent that the Ben Val does not address post-retirement benefits other than DB plans, the Contractor shall provide a separate cost and plan design data comparison for the post- retirement benefits other than DB plans using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

6.1.6.2 When the average net benefit value for non-bargaining employees (including different tiers of benefits or groups of employees) exceeds the comparator group average by more than five percent, the Contractor is required to provide, for Contracting Officer approval, a Corrective Action Plan describing the specific actions they plan to take to get to 105% within a specified period of time.

6.1.6.3 An Employee Benefits Cost Study Comparison (Cost Study) for non-bargaining and bargaining unit employees, must be completed annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved

broad based national survey.

6.1.6.4 When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.

6.1.6.5 Within two years, or longer period as agreed to between the Contractor and the Contracting Officer's acceptance of the Contractor's Corrective Action Plan, the Contractor shall align employee benefit programs with the benefit value and the cost as percent of payroll in accordance with its Corrective Action Plan.

6.2 Reports and Information: Benefits

6.2.1 The Contractor shall provide to the Contracting Officer:

(i) All data requested to be entered into DOE's iBenefits management system (or any successor database) including but not limited to the Compensation and Benefits Report.

6.3 Workers' Compensation

6.3.1 The Contractor, unless workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new workers' compensation policies and all initial proposals for self-insurance (Contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).

6.3.2 Workers' compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short term disability) are to be administered so that the total benefit payments from all sources shall not exceed 100% of employee's net pay.

6.4 Retirement Plans (MODIFIED 0018)

The Contractor shall carry over the length of service credit and leave balances

for Incumbent Employees accrued as of the Base Term in the existing retirement plans.

For cost allocability and reimbursement purposes, any DB or DC plans established by the Contractor and any DB or DC plans for which the Contractor assumes sponsorship upon the start of the Base Term, shall be maintained consistent with the requirements of the Internal Revenue Code (IRC), Employee Retirement Income Security Act of 1974 as amended (ERISA) and any other applicable laws.

- 6.4.1** Any DB plan maintained by the Contractor, for which NNSA reimburses costs, shall be maintained as a separate DB plan distinct from any other plan that provides credit for service not performed under this Contract. Each Contractor DB plan shall be subjected to an ERISA Section 102(a)(3)(c) audit annually, except that every third year the Contractor shall conduct a full-scope audit satisfying ERISA section 103. Alternately, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In years in which a limited-scope audit is conducted, the Contractor shall provide the Contracting Officer with a copy of the qualified Trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104 along with the copy of the audit results to which they apply. In all cases, the Contractor shall submit the audit results to the Contracting Officer within ten months of the last day of the pension plan year to which it applies. **(REPLACED 0018)**
- 6.4.2** The Contractor will be reimbursed for DB plan contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum required contribution under ERISA, as amended. If an additional DB plan contribution over and above the minimum required contribution would have the effect of avoiding benefit restrictions to DB plan participants, the Contractor shall notify the Contracting Officer at least 60 days prior to the date the payment would be due. Reimbursement above the annual ERISA required minimum contribution will require prior approval of the Contracting Officer. The Contracting Officer will take into consideration all pre-funding balances and funding standard carryover balances when evaluating whether to approve reimbursement above the minimum required contribution. The timing and amount of contributions to the plan will be made to satisfy the Section 430 of the Internal Revenue Code and

Section 302 of ERISA and avoiding any penalties associated with contributions made after a required installment date.

6.4.3 The Contractor shall obtain the Contracting Officer's advance written approval for any proposed changes to DB and/or DC plans that are not required by law and that may increase costs and/or liabilities. The Contractor shall submit the proposal at least 60 days prior to the proposed effective date of the change(s). In addition, any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) shall be submitted to the Contracting Officer for prior approval with an analysis of the impact of special programs on the actuarial accrued liabilities of the DB plan, and on relative benefit value, or cost per capita, if applicable. The analysis should also describe the potential impact on the plan's qualified status at present and the potential impact of the special programs on the qualified status through the duration of the Contract.

6.4.3.1 For proposed changes to DB and DC plans that are not mandated by law and which increase plan costs and/or liabilities, the Contractor shall provide the following to the Contracting Officer:

- (i) A clean copy of the current plan document (as conformed to show all prior plan amendments), with the proposed changes identified using redlines/strikeouts;
- (ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value and a cost study index;
- (iii) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the Contractor's legal counsel for purposes of compliance with all legal requirements applicable to private sector DB/DC plans;
- (iv) The Summary Plan Description; and

- (v) Any such additional information as requested by the Contracting Officer.

6.4.3.2 When changes to DB and/or DC plans are required by law, or the changes do not increase costs or liabilities under the plan(s), the Contractor must provide a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout no later than 60 days before the new amendment is proposed to take effect.

6.4.4 When operations at a designated NNSA facility are terminated and no further work is to occur under the Contract, the following apply:

6.4.4.1 No further benefits for service shall accrue;

6.4.4.2 The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the NNSA Contract;

6.4.4.3 The Contractor shall base its DB plan liabilities attributable to NNSA Contract work on the market value of annuities or dispose of such liabilities through a competitive purchase of annuities. The Contractor, as DB plan sponsor, must adhere to Department of Labor guidance set forth at 29 CFR 2509.95-1 regarding selection of an annuity provider for the purpose of benefit distributions from a DB plan;

6.4.4.4 Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

6.4.4.5 The Contracting Officer and the Contractor shall establish an effective date for spinoff or retirement plan termination. On the same day as the Contractor notifies the IRS of the spinoff or termination of a DB plan, all NNSA assets assigned to a spin-off or terminating DB plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume

stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA." **(REPLACED 0018)**

6.4.5 Terminating Plans

- 6.4.5.1** If the Contractor seeks to terminate any retirement plan during the term of the Contract, the Contractor must obtain Contracting Officer approval no later than 120 days prior to the scheduled date of plan termination. The Contracting Officer will provide approval or disapproval of the proposal no later than 90 days before the scheduled date of plan termination, unless the Contracting Officer informs the Contractor that additional review time is necessary.
- 6.4.5.2** To the extent possible, the Contractor shall satisfy DB plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or through lump sum payouts. The Contractor, as DB plan sponsor, must adhere to Department of Labor guidance set forth at 29 CFR 2509.95-1 regarding selection of an annuity provider for the purpose of benefit distributions from a DB plan. With respect to standard plan terminations, the Contractor must adhere to all Pension Benefit Guaranty Corporation regulations regarding the termination of a DB plan.
- 6.4.5.3** Funds to be paid or transferred to any party as a result of settlements relating to DB plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- 6.4.5.4** If ERISA or the Internal Revenue Code prevents a full transfer of excess NNSA reimbursed assets from the terminated DB plan, the Contractor shall pay any deficiency directly to NNSA according to a schedule of payments to be negotiated by the Parties.
- 6.4.5.5** On the same day as the Contractor notifies the IRS of the DB plan termination, all NNSA plan assets will be placed in a low-risk liability matching portfolio until

fulldisposition of the terminating DB plan's liabilities. The portfolio shall be rated no lower than Standard & Poor's "AA."

6.4.5.6 NNSA liability to a commingled DB plan shall not exceed that portion which corresponds to participants' service accrued for their work under an NNSA Contract. The NNSA shall have no other liability to the plan, to the plan sponsor, or to the DB plan participants.

6.4.5.7 After all liabilities of the DB plan are satisfied, the Contractor shall return to NNSA an amount equaling the asset reversion from the DB plan termination and any earnings that accrue on that amount because of a delay in the payment to NNSA. Such amount and such earnings shall be subject to NNSA audit. To affect the purposes of this paragraph, NNSA and the Contractor may stipulate to a schedule of payments.

6.4.6 Post Contract Responsibilities for Retirement and Other Benefit Plans

6.4.6.1 If this Contract expires or terminates and NNSA has awarded a Contract under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the retirement or other benefit plans covering active or retired Contractor employees with respect to service, the Contractor shall cooperate and transfer to the new Contractor its responsibility for sponsorship, management, and administration of the plans consistent with direction from the Contracting Officer. If a comingled plan is involved, the Contractor shall:

- (i) Spin off the NNSA portion of any comingled DB plan that provides benefits for employees working at the NNSA facility into a separate plan. The new DB plan shall provide benefits similar to those provided by the comingled plan and shall carry with it the NNSA assets on an accrual basis market value, including NNSA assets that have accrued in excess of NNSA liabilities.

- (ii) Bargain in good faith with NNSA or the successor Contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. NNSA and the Contractor(s) shall establish an effective date of spinoff. On the same day as the Contractor notifies the IRS of the DB plan spinoff, all NNSA plan assets assigned to a spun-off plan shall be placed in a low-risk liability matching portfolio until the successor trustee is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA." **(REPLACED 0018)**

6.4.6.2 If this Contract expires or terminates and NNSA has not awarded a contract to a new Contractor under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the retirement or benefit plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract completion" for purposes of this paragraph), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination elsewhere in this Contract, the following actions shall occur regarding the Contractor's obligations regarding the plans at the time of Contract completion:

- (i) Subject to paragraph 6.4.6.2 (ii) below, and notwithstanding any legal obligations independent of the Contract that the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans, the Contractor shall remain the sponsor of the plans, in accordance with applicable legal requirements.
- (ii) The parties shall exercise their best efforts to reach agreement on the Contractor's

responsibilities for sponsorship, management and administration of the plans prior to or at the time of Contract completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans prior to or at the time of Contract completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of retirement and welfare benefits under the plans, including but not limited to continued sponsorship of the plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

6.4.7 Reports and Information - Retirement Plans (REPLACED 0018)

For each DB and DC plan as applicable or portion of a plan for which NNSA reimburses costs, the Contractor shall provide the Contracting Officer with the following information within ten months of the last day of the current retirement plan year except for the Pension Management Plan which must be submitted by January 31 of each year.

- (i) The annual actuarial valuation report for each NNSA- reimbursed retirement plan. When a pension plan is commingled, the Contractor shall submit separate reports for NNSA's portion and the plan total.
- (ii) Copies of IRS Forms 5500 with Schedules for each NNSA- funded pension plan.
- (iii) Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

6.5 Pension Management Plan

No later than January 31 of each applicable year, the Contractor shall submit a plan for management and administration (Pension Management Plan) via iBenefits for each DB plan consistent with the terms of the Contract. The Pension Management Plan (PMP) shall include the DB plans' projected assets, projected liabilities, and estimated contributions and the prior year's actuarial valuation report. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

Part III - Section J
APPENDIX B
List of Applicable Directives and NNSA Policy Letters

In addition to the list of applicable directives referenced below, the contractor shall also comply with supplementary directives (e.g., manuals), which are invoked by a Contractor Requirements Document (CRD) attached to a directive referenced below. The Contractor shall comply with the Operating Requirements identified in Appendix B.

Number	Date	Title	Mod #
APPH Chapter X Revision 10	9/08/98	Accounting Practices & Procedures Handbook (APPH) Chapter X – Product Cost Accounting	Award
DOE O 130.1	9/29/95	Budget Formulations	Award
DOE O 140.1A	6/15/20	Interface with the Defense Nuclear Facilities Safety Board	Award M0050 M0097
DOE O 142.2A, Admin Chg. 1	6/27/13	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Award
DOE M 142.2-1, Admin Chg. 1	6/27/13	Manual for the Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Award
DOE O 142.3A, Chg 2 (LtdChg)	12/13/19	Unclassified Foreign Visits and Assignments Program	Award M0018 M0085
DOE O 144.1 Admin Chg. 1	11/6/09	Department of Energy American Indian Tribal Government Interactions and Policy	Award
DOE O 150.1A	3/31/14	Continuity Programs	Award
DOE O 151.1D, Chg 1 (Min Chg)	10/4/19	Comprehensive Emergency Management System ¹	Award M0082
DOE O 153.1	6/27/07	Departmental Radiological Emergency Response Assets	Award
DOE O 200.1A	12/23/08	Information Technology Management	Award
DOE O 205.1C	5/15/19	Department of Energy Cybersecurity Program ²	M0072
NA SD 205.1	7/6/17	Baseline Cybersecurity Program	M0032
DOE M 205.1-3, Admin Chg. 1	12/20/12	Telecommunications Security Manual ³	Award
DOE O 206.1, Chg 1	11/01/18	Department of Energy Privacy Program	Award M0063
NA SD 206.1	06/22/18	Privacy Program	M0050
DOE O 206.2	2/19/13	Identity, Credential, and Access Management (ICAM)	Award

¹ Full implementation will be achieved by December 24, 2021, in accordance with the NNSA-approved implementation plan.

²SNL will evaluate NNSA Cyber Security Program Plan releases to ensure referenced requirements are adequately addressed.

³ Refer to memorandum from NNSA/HQ/NA-IM-10, Subject: *Cable-confined Testing and Transmitter Review Forms (TRF)*, dated 4/25/12, for clarification to TRF completion Requirements.

Number	Date	Title	Mod #
NA SD 206.2	4/14/18	Implementation of Personal Identity Verification for Uncleared Contractors ⁴	M0063
DOE O 210.2A	4/08/11	DOE Corporate Operating Experience Program	Award
NAP 220.1	06/19/18	Internal Affairs Program	M0050
DOE O 221.1B	9/27/16	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Award
DOE O 221.2A	2/25/08	Cooperation With the Office of Inspector General	Award
DOE O 225.1B	3/04/11	Accident Investigations	Award
DOE O 226.1B	4/25/11	Implementation of Department of Energy Oversight Policy	Award
NNSA SD 226.1C	10/1/19	NNSA Site Governance	M0008 M0085
DOE O 227.1A, Admin Change 1	1/21/20	Independent Oversight Program	Award M0100
DOE O 231.1B, Admin Chg. 1	11/28/12	Environment, Safety and Health Reporting	Award
DOE O 232.2A Chg 1 (MinChg)	10/4/19	Occurrence Reporting and Processing of Operations Information	Award M0026 M0082
DOE O 241.1B Chg. 1	4/26/16	Scientific and Technical Information Management	Award
DOE O 243.1B, Admin Chg. 1	7/8/13	Records Management Program	Award
NA SD 251.1B	10/26/20	Directives Management	M0050 M0116
DOE O 252.1A, Admin Chg. 1	3/12/13	Technical Standards Program	Award
DOE O 313.1	11/19/09	Management and Funding of the Department's Overseas Presence	Award
NA SD O 350.1	2/5/09	Management and Operating Contractor Service Credit Recognition	Award M0008
NAP 401.1	11/24/15	Weapon Quality Policy (renumbered from NAP 24A in M0057)	Award
DOE O 410.2, Admin Chg. 1	4/10/14	Management of Nuclear Materials	Award
DOE O 411.2	1/4/17	Scientific Integrity	M0018
NAP-412.1	2/11/19	Financial Integration	M0072
DOE O 412.1A, Admin Chg. 1	5/21/14	Work Authorization System	Award
NAP-413.1	6/3/19	Data Collection for Cost Estimating	M0057

⁴ Full implementation will be achieved by December 2025 in accordance with the NNSA-approved implementation plan.

Number	Date	Title	Mod #
DOE O 413.2C, Change 1	8/2/18	Laboratory Directed Research and Development	Award M0050
DOE O 413.3B, Chg. 6	1/12/21	Program and Project Management for the Acquisition of Capital Assets ⁵	M0018 M0032 M0050 M0116
DOE O 414.1D, Ltd Chg. 2	9/15/20	Quality Assurance	Award M0100
DOE O 415.1, Chg 2	1/13/17	Information Technology Project Management	M0018
NA SD 415.1	9/3/14	Project Oversight for Information Technology	Award
DOE O 420.1C, Chg. 3 (LtdChg)	11/14/19	Facility Safety ⁶	Award M0063 M0082
DOE O 420.2C	7/21/11	Safety of Accelerator Facilities	Award
DOE O 422.1, Chg 3 (Min Chg)	10/4/19	Conduct of Operations	Award M0082
DOE O 425.1D, Chg 2 (Min Chg)	10/4/19	Verification of Readiness to Start up or Restart Nuclear Facilities	Award M0082
DOE O 426.2 Admin Chg. 1	7/29/13	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities	Award
NNSA SD 430.1	1/18/17	Real Property Asset Management	M0018
DOE O 433.1B, Admin Chg. 1	3/12/13	Maintenance Management Program for DOE Nuclear Facilities	Award
DOE N 435.1	8/9/11	Contact-Handled and Remote-Handled Transuranic Waste Packaging	Award
DOE O 435.1, Chg. 2	1/11/21	Radioactive Waste Management	Award M0116
DOE O 436.1	5/2/11	Departmental Sustainability ⁷	Award
DOE O 437.1	12/11/20	Bridge and Tunnel Management	M0116
DOE O 440.2C, Ltd Chg. 2	9/15/20	Aviation Management and Safety	Award M0100
DOE M 441.1-1 Admin Chg. 1	2/24/16	Nuclear Material Packaging ⁸	Award
DOE O 442.1B	1/31/19	Department of Energy Employee Concerns Program	M0072
DOE O 442.2, Chg 1 (Pg Chg)	10/5/16	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health	Award

⁵ The annual Value Management/Engineering progress report required by paragraph 10. of the CRD shall be submitted to Program Offices through the SFO.

⁶ Full implementation will be achieved in accordance with the NNSA-approved implementation plan.

⁷ All references to "14001:2004" shall be replaced with "14001:2015".

⁸ Material acquired subject to DOE M 441.1-1 must have an approved container for storage, or must have a NNSA-approved plan to develop a container to comply with the requirements, when it comes on site.

Number	Date	Title	Mod #
DOE N 443.1	1/21/16	Protection of Human Research Subjects in Classified Research	Award
DOE O 443.1C	11/26/19	Protection of Human Research Subjects	Award M0085
DOE O 452.1E	1/26/15	Nuclear Explosive and Weapon Surety Program ⁹	Award
DOE O 452.2E	1/26/15	Nuclear Explosive Safety	Award
NA SD 452.2A	10/20/17	Nuclear Explosive Safety Evaluation Process	Award M0032
DOE O 452.3	6/8/05	Management of the Department of Energy Nuclear Weapons Complex	Award
NNSA SD 452.3-1A	2/25/16	Defense Programs Business Process System ¹⁰	Award
NNSA SD 452.3-2	1/19/17	Phase 6.X Process	M0018
DOE O 452.4C	8/28/15	Security and Use Control of Nuclear Explosives and Nuclear Weapons	Award
DOE O 452.6A, Chg 1	2/17/21	Nuclear Weapon Surety Interface with the Department of Defense	Award M0116
DOE O 452.7, Chg 1	5/29/20	Protection of Use Control Vulnerabilities and Designs	Award M0093
DOE O 452.8	7/21/11	Control of Nuclear Weapons Data	Award
DOE O 456.1A	7/15/16	The Safe Handling of Unbound Engineered Nanoparticles	Award
DOE O 457.1A	8/26/13	Nuclear Counterterrorism	Award
DOE O 458.1, Ltd Chg. 4	9/15/20	Radiation Protection of the Public and the Environment	Award M0100
DOE O 460.1D	12/20/16	Hazardous Materials Packaging and Transportation Safety	M0018
DOE O 460.2A	12/22/04	Departmental Materials Transportation & Packaging Management	Award
DOE M 460.2-1A	6/04/08	Radioactive Material Transportation Practices Manual	Award
DOE O 461.1C, Chg. 1 (Min Chg)	10/4/19	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest	Award M0085
DOE O 461.2	11/1/10	Onsite Packaging and Transfer of Materials of National Security Interest	Award
DOE O 462.1, Admin Chg. 1	7/10/13	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities	Award
DOE O 470.3C, Ltd Chg 1	9/9/20	Design Basis Threat (DBT) ¹¹	Award M0043

⁹ Clarification to CRD, Item 7c: Concepts for features are to be developed for consideration.

¹⁰ Changes will be processed as described in Section H, clause H-14(c). CRD Item 6 is achieved through the M&O Contractor Working Group.

¹¹ Will be implemented in accordance with the NNSA enterprise implementation plan. NTESS will coordinate with NNSA when requirements cannot be implemented within existing resources.

Number	Date	Title	Mod #
			M0100
DOE O 470.4B, Admin Chg. 2	1/17/17	Safeguards and Security Program ¹²	M0018
ACD 470.6	7/15/19	Use of Mobile Devices within National Nuclear Security Administration Secure Spaces	M0082 M0116
DOE O 470.6, Chg 1	1/11/17	Technical Security Program ¹³	Award M0032
NA SD 470.4-2	06/23/18	Enterprise Safeguards and Security Planning and Analysis Program ¹⁴	M0050
DOE M 470.4-4A	10/12/10	Information Security Manual ¹⁵	Award
DOE O 471.1B	3/1/10	Identification and Protection of Unclassified Controlled Nuclear Information	Award
DOE O 471.3, Admin Chg. 1	1/13/11	Identifying and Protecting Official Use Only Information	Award
DOE M 471.3-1, Admin Chg.1	1/13/11	Manual for Identifying and Protecting Official Use Only Information	Award
DOE O 471.5	3/29/11	Special Access Program	Award
DOE O 471.6, Admin Chg 3	9/12/19	Information Security ¹⁶	Award M0057
NA SD 471.6	12/9/19	Operations Security Program ¹⁷	M0085
DOE O 472.2, Chg. 1	7/9/14	Personnel Security	Award
DOE O 473.3A, Chg. 1	1/2/18	Protection Program Operations	Award M0043
NNSA SD 473.3	9/10/14	Enterprise Mission Essential Task List-Based Protective Force Training Program	M0008
DOE O 474.2, Admin Chg. 4	9/13/16	Nuclear Material Control and Accountability	Award
DOE O 475.1	12/10/04	Counterintelligence Program	Award
DOE O 475.2B	10/3/14	Identifying Classified Information	Award
NAP 476.1, Admin Chg. 1	2/9/15	Atomic Energy Act Control of Import and Export Activities (renumbered from NAP 23 in M0057)	Award
DOE O 483.1B, Chg. 2 (LtdChg)	12/13/19	DOE Cooperative Research and Development Agreements	M0072 M0085

¹² Full implementation will be achieved in accordance with an approved implementation plan dated 01/09/2020. DD254 or DOE F 470.1 shall be provided to SFO for new classified SPP activity. Notification to update the form shall also be provided through the lifecycle of the activity.

¹³ Full implementation will be achieved in accordance with an approved implementation plan dated 12/18/19.

¹⁴ Will be implemented IAW the NNSA enterprise implementation plan. NTESS will coordinate with NNSA when requirements cannot be implemented within existing resources.

¹⁵ DOE O 471.6, Admin Chg. 1, dated 06/20/2011, replaced DOE M 470.4-4A, except Section D and the classified Technical Surveillance Countermeasures Annex.

¹⁶ Implementation of the “marking of documents in electronic environment requirements” listed in the CRD will be achieved in accordance with the approved implementation plan dated 06/01/2020.

¹⁷ Full implementation will be achieved in accordance with an approved implementation plan.

Number	Date	Title	Mod #
DOE O 484.1 Admin Chg. 2	6/30/14	Reimbursable Work for the Department of Homeland Security	Award
DOE O 486.1A	9/4/20	Foreign Government Sponsored or Affiliated Activities	M0072 M0100
DOE O 520.1B	1/7/21	Financial Management and Chief Financial Officer Responsibilities	M0116
DOE O 522.1A	8/2/18	Pricing of Departmental Materials and Services	Award M0050
NAP 540.2	11/22/16	NNSA M&O Off-Site Extended Duty Assignments (renumbered from NAP 31 in M0057)	M0008
DOE O 550.1, Chg. 1 (LtdChg)	12/13/19	Official Travel	Award M0085
DOE O 5639.8A	7/23/93	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Award
QP 100-1	3/1/13	Quality Requirements to UK and US Procurement Contracts and Loan Authorizations for Research, Design, and Development	Award
NA SD 56XB, Rev. 2	5/10/04	Nuclear Weapon Development and Production ¹⁸	M0008
Nevada Field Office (NSO) Order 410.X1	10/9/13	Nevada National Security Site and North Las Vegas Facilities General Use and Operations Requirements	M0018
NFO O 412.X1, ICN 6/9/19	6/27/16	Real Estate Operations Permit	M0018 M0057
NFO O 421.X1, Revision 2	5/4/20	Nuclear Facility Safety Management	M0018 M0097
NSO M 450.X2-1	5/30/07	Underground Nuclear Testing, Test Readiness, and Threshold Test Ban Treaty, Verification	M0018

¹⁸ Changes will be processed as described in Section H, clause H-14(c).

Section J, Appendix C, *Personnel Appendix*, Section 6.0 *Retirement Plans*

6.0 Retirement Plans

(i) The Contractor shall administer the following plans:

1. Defined Benefit Plan (DB):

- NTESS Retirement Income Plan

2. Nonqualified Benefit Plans:

- NTESS 401(a)(17) Restoration Plan
- NTESS Mid-Career Retirement Plan
- NTESS Non-Qualified Pension Plan
- NTESS 415 Excess Benefit Plan

3. Defined Contribution (DC) Plan:

- NTESS Savings and Income Plan

(ii) General Provisions

Reasonable costs involved in implementing, administering, and funding DOE/NNSA approved retirement plans are allowable. Employer related administrative costs of the plans shall be paid out of plan assets, to the extent possible. Reasonable administrative costs associated with the effective administration of the plans include such items as publicizing, enrolling, maintaining records, and providing employees with assistance in understanding and collecting their benefits. In addition, only compensation reimbursed by DOE/NNSA under the Contract is authorized to be considered as eligible earnings for purposes of the qualified plans.

(iii) Qualified Defined Contribution Plan

Contractor funds contributed on behalf of participating employees, who cancel their participation in the plan or whose employment is terminated, which are not vested pursuant to the provisions of the plan, shall be used to offset the Contractor's contributions obligated to be made on behalf of other participants in the plan. In the event this Contract with the Contractor is terminated, funds not committed to participants pursuant to provisions of the Plans in effect at Sandia National Laboratories shall be returned to DOE/NNSA.

(iv) Non-Qualified Plans

The Contractor will be reimbursed for costs for the Nonqualified Plans only in accordance with the following:

1. As of the first day of the Base Term of the Contract, the NTESS 401 (a)(17) Restoration Plan will accept no new entrants. The only participants in this plan will be the individuals listed in Appendix B of the NTESS 401(a)(17) plan document as of May 1, 2017.
2. Eligible compensation for purposes of the NTESS 415 Excess Benefit Plan and/or NTESS 401(a)(17) Restoration Plan shall be limited only to the compensation reimbursed under the Contract. Benefits calculated on DB plan service and earnings under previous contracts continue to be allowed for reimbursement under this contract.
3. Any necessary changes to the NTESS 401(a) (17) Restoration Plan that need to be made to effect the participation and compensation limitations set forth in 6.0(iv)(1-2) of this Appendix, shall be made no later than 120 days after the effective date the Contract is awarded.
4. Sandia Corporation 415 Excess Benefit Plan shall be terminated no later than 120 days after the effective date of the Contract.

The Non-Qualified Plans are funded on a pay as you go basis. The plans and amendments thereof require approval of the Contracting Officer. No later than 60 days after the end of the fiscal year, the Contractor shall report the following data to the Contracting Officer: number of individuals receiving benefits, benefits amount paid to include supporting data to determine the benefit paid; and any other data as requested by the Contracting Officer.

SECTION J
APPENDIX D, Key Personnel

Title	Name	Effective
Laboratories Director	James S. Peery	01/01/2020
Deputy Laboratories Director – Chief Operating Officer	D.E. “Dori” Ellis	06/28/2019
Deputy Laboratories Director – Chief Technology Officer Nuclear Deterrence	Laura McGill	01/04/2021
Mission Services Associate Laboratories Director	Scott L. Aeilts	05/01/2017
Global Security Associate Laboratories Director	Douglas Bruder	05/01/2017
National Security Programs Associate Laboratories Director	Michael J. Burns	05/01/2017
Nuclear Deterrence Stockpile Management, Components and Production Associate Laboratories Director	Steven P. Girrens	05/01/2017
Nuclear Deterrence Modernization and Future Systems Associate Laboratories Director	Rita Gonzales	12/04/2020
Integrated Security Solutions Associate Laboratories Director	Andrew McIlroy	09/06/2019
Advanced Science & Technology Associate Laboratories Director	Susan J. Seestrom	05/01/2017
Infrastructure Operations Associate Laboratories Director	Harold Yeldell	09/21/2020
Mission Assurance Associate Laboratories Director	John Zepper ¹ (acting)	09/25/2020

¹ The service requirement in clause Section B-4 *Key Personnel Replacement* is not applicable to this acting position until this position is permanently filled. All other applicable Contract terms and conditions, including but not limited to DEAR 952.215-70, apply to this acting position.