

2. AMENDMENT/MODIFICATION NO. 0269	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: WILLIE WILSON 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. ACCOUNT NG 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 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).
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 extend the period of performance  
Payment:  
Period of Performance: 07/01/2014 to 09/30/2025

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)	16A. NAME AND TITLE OF CONTRACT NG OFFICER (Type or print) Raymond E. Cruz, Jr.
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 
	16C. DATE SIGNED 

The purpose of this modification is to extend the period of performance as described below.

1. The following changes are made to Part II – Contract Clauses, Section B – Supplies and Services and Prices/Costs:

- a. The following is added to Section B, beginning after the end of CLIN 0001J STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK:

CLIN 0001K – MANAGEMENT & OPERATION (M&O) OF Y12/PX (OCT 1, 2022 – SEP 30, 2024); MANAGEMENT & OPERATION (M&O) OF Y12 (OCT 1, 2024 – SEP 30, 2025)

*Note:* Site Separation Activities will be considered fully executed only when both parties agree that all deliverables and activities required for each site to operate independently have been completed.

Services being Acquired under this CLIN: The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001O, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects the parties mutually agree will be performed under CLIN 0003.

For the period October 1, 2022 – September 30, 2024, the Fee Rate shall not exceed 3.75% applied to the AFB for M&O Activities and 1% applied to the AFB for Site Separation Activities for a total available fee rate of 4.75%.

For the period October 1, 2024 – September 30, 2025, the Fee Rate shall not exceed 3.75% for the management and operation of Y12. Should Site Separation Activities continue during this option’s performance period, an additional monthly prorated fee percent of 1% shall be provided based on a mutually agreed-to schedule duration (e.g., if the parties mutually agree to a three-month completion schedule for Site Separation Activities, the applicable available award fee would be  $.01 \times (3/12) \times \text{AFB}$ ). The award fee available under

The award fee available under CLIN 0001K is:

Performance Period	AFB (Fee Base)	Available Award Fee	Total Fee
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		(AF)	Earned
01 Oct 2022 – 30 Sep 2023	\$2,372,642,591	\$112,700,523	
01 Oct 2023 – 30 Sep 2024	TBD in accordance with AFB	TBD in accordance with B-10 ANNUAL FEE BASELINE	
*01 Oct 2024 – 30 Sep 2025	TBD in accordance with AFB	TBD in accordance with B-10 ANNUAL FEE BASELINE	

\*NOTE: Fee represents Y-12 operation only

CLIN 0001L – OPTION FOR MANAGEMENT & OPERATION (M&O) OF PX (OCT 1, 2024 – SEP 30, 2025)

*Note:* Site Separation Activities will be considered fully executed only when both parties agree that all deliverables and activities required for each site to operate independently have been completed.

*Services being Acquired under this CLIN:* The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001P CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects the parties mutually agree will be performed under CLIN 0003.

The Fee Rate shall be 3.75% for management and operation of the Pantex Plant. Should Site Separation Activities continue during this option’s performance period, an additional monthly prorated fee percent of 1% shall be provided based on a mutually agreed-to schedule duration (e.g., if the parties mutually agree to a three-month completion schedule for Site Separation Activities, the applicable available award fee would be  $.01 * (3/12) * \text{AFB}$ ). The award fee available under CLIN 0001L is:

Performance Period	AFB (Fee Base)	Available Award Fee (AF)	Total Fee
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			<b>Earned</b>
*01 Oct 2024 – 30 Sep 2025	TBD in accordance with AFB	TBD in accordance with B-10 ANNUAL FEE BASELINE	TBD

\*Note: Fee represents PX operation only

CLIN 0001M – OPTION FOR MANAGEMENT & OPERATION (M&O) OF Y12 (OCT 1, 2025 – SEP 30, 2026)

Services being Acquired under this CLIN: The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001Q, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects the parties mutually agree will be performed under CLIN 0003.

For Y12 Only Operations, the Fee Rate shall not exceed 3.75%. The award fee available under CLIN 0001M is:

<b>Performance Period</b>	<b>AFB (Fee Base)</b>	<b>Available Award Fee (AF)</b>	<b>Total Fee Earned</b>
01 Oct 2025 – 30 Sep 2026	TBD in accordance with AFB	TBD in accordance with B-10 ANNUAL FEE BASELINE	TBD

CLIN 0001N – OPTION FOR MANAGEMENT & OPERATION (M&O) OF Y12 (OCT 1, 2026 – SEP 30, 2027)

Services being Acquired under this CLIN: The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001R, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects the parties mutually agree will be performed under CLIN

0003.

For Y12 Only Operations, the Fee Rate shall not exceed 3.75%. The award fee available under CLIN 0001N is:

<b>Performance Period</b>	<b>AFB (Fee Base)</b>	<b>Available Award Fee (AF)</b>	<b>Total Fee Earned</b>
01 Oct 2026 – 30 Sep 2027	TBD in accordance with AFB	TBD in accordance with B-10 ANNUAL FEE BASELINE	TBD

CLIN 0001O – STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK FOR Y12/PX (OCT 1, 2022 – SEP 30, 2024); STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK FOR Y12 (OCT 1, 2024 – SEP 30, 2025)

The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Strategic Partnership Projects/Other Reimbursable Work, and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely perform all Strategic Partnership Projects and Other Reimbursable Work efforts as directed by the Contracting Officer. The fixed fee rate shall not exceed 3%.

The fee available under CLIN 0001O is:

<b>Performance Period</b>	<b>Fee Base</b>	<b>Fixed Fee (FF)</b>	<b>Fee Base + Fixed Fee</b>
01 Oct 2022 – 30 Sep 2023	TBD	TBD	TBD
01 Oct 2023 – 30 Sep 2024	TBD	TBD	TBD
*01 Oct 2024 – 30 Sep 2025	TBD	TBD	TBD

\*Note: SPP work for Y-12 operation only

CLIN 0001P – OPTION FOR STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK FOR PX (OCT 1, 2024 – SEP 30, 2025)

The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Strategic Partnership Projects/Other Reimbursable Work, and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely perform all Strategic Partnership Projects and Other Reimbursable Work efforts as directed by the Contracting Officer. The fixed fee rate shall not exceed 3%.

The fee available under CLIN 0001P is:

<b>Performance Period</b>	<b>Fee Base</b>	<b>Fixed Fee (FF)</b>	<b>Fee Base + Fixed Fee</b>
*01 Oct 2024 – 30 Sep 2025	TBD	TBD	TBD

\*Note: SPP work for PX operation only

**CLIN 0001Q – OPTION FOR STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK FOR Y12 (OCT 1, 2025 – SEP 30, 2026)**

The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Strategic Partnership Projects/Other Reimbursable Work, and all other the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely perform all Strategic Partnership Projects and Other Reimbursable Work efforts as directed by the Contracting Officer. The fixed fee rate shall not exceed 3%.

The fee available under CLIN 0001Q is:

<b>Performance Period</b>	<b>Fee Base</b>	<b>Fixed Fee (FF)</b>	<b>Fee Base + Fixed Fee</b>
01 Oct 2025 – 30 Sep 2026	TBD	TBD	TBD

\*Note: SPP work for Y-12 operation only

**CLIN 0001R – OPTION FOR STRATEGIC PARTNERSHIP PROJECTS/OTHER REIMBURSABLE WORK FOR Y12 (OCT 1, 2026 – SEP 30, 2027)**

The Contractor shall, in accordance with Section J, Appendix A, Chapter II, 1.3 Strategic Partnership Projects/Other Reimbursable Work, and all other the terms

and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely perform all Strategic Partnership Projects and Other Reimbursable Work efforts as directed by the Contracting Officer. The fixed fee rate shall not exceed 3%.

The fee available under CLIN 0001R is:

<b>Performance Period</b>	<b>Fee Base</b>	<b>Fixed Fee (FF)</b>	<b>Fee Base + Fixed Fee</b>
01 Oct 2026 – 30 Sep 2027	TBD	TBD	TBD

\*Note: SPP work for Y-12 operation only

- b. The following changes are made to B-2:
  - i. The following language is appended to the end of B-2(a)(2):
    - 1. The Total Available Fee for period of performance beginning October 1, 2022, is shown in the above tables for CLINs 0001K, and, if exercised, 0001L, 0001M, and 0001N, respectively.
  - ii. The following language is appended to the end of B-2(a)(2)(ii):
    - 1. The Contractor will be paid an Award Fee for period of performance beginning October 1, 2022, for accomplishments under the Performance Evaluation and Measurement Plan (PEMP). The Available Award Fee is reflected in the above tables for CLINs 0001K, and, if exercised, 0001L, 0001M, and 0001N, respectively.
  - iii. The following language is appended to the end of B-2(a)(4):
    - 1. A Fixed Fee for period of performance beginning October 1, 2022, will be paid monthly at the amounts reflected in the CLIN 0001O table and, if exercised, 0001P, 0001Q, and 0001R, respectively. Strategic Partnership Projects Fixed Fee is not a component of Total Available Fee under CLINs 0001B, 0001C, 0001I, 0001K, 0001L (Option), 0001M (Option), or 0001N (Option).
- c. Clause B-4 Key Personnel Replacement is replaced in its entirety with the following:

**B-4 KEY PERSONNEL REPLACEMENT**

Unless approved in advance in writing by the Contracting Officer, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor’s control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the Contract’s Section I Clause entitled “DEAR 970.5203-3, Contractor’s Organization”) within the first two years of period of performance; or for a replacement Key Person within two

years of being placed in the position; the Contractor shall forfeit two years of the DOE/NNSA reimbursable annual salary, bonuses, and relocation costs in fee for that position for each occurrence.

For the period of performance beginning October 1, 2022, time commitment for each individual proposed as Key Personnel shall be between two and three years or until the end of the contract at the site to which the proposed Key Personnel will be assigned; and shall be negotiated between the Government and the Contractor on a case-by-case basis. Positions covering a specific site must be physically located in the geographical area of the site to provide the required management presence needed to effectively manage operations. The proposed period of commitment and physical location will be included in the Contractor's Proposed Key Personnel Action request submitted to the Contracting Officer for approval pursuant to the provisions of DEAR 952.215-70, Key Personnel. Notwithstanding the foregoing, each of the Key Personnel previously approved under the Contract and included in Section J, Appendix J, Key Personnel, of the Contract before October 1, 2022, will be subject only to their periods of commitment in effect at the time of Contracting Officer's original approval.

- d. The following is added as B-10:

**B-10 ANNUAL FEE BASELINE APPLICABLE TO PERFORMANCE  
BEGINNING 01 OCTOBER 2022**

(a) *Generation of an Annual Fee Baseline (AFB)*. The Contractor shall develop an AFB for all NNSA-directed programs. The AFB will include all work and be measured at the program level (e.g., B61-12, W80-4, etc.) by resources category (i.e., labor, material, and other). As agreed to in the AFB Process Framework, which is incorporated into this contract at Section J Appendix U, certain limited activities may be measured below the program level as appropriate, but not below the B&R (budget and reporting) level. The AFB will be under configuration management and control, with all changes formally documented and accessible to NNSA. The AFB should be maintained in a manner consistent with, and reconcilable to, approved work authorizations, funding levels, and any programmatic reporting including EVMS or EVMS-like systems. Changes to the AFB shall be based on changes in the amount or character of the work in accordance with the approved baseline change process referenced in the AFB Process Framework. The Contractor will submit the AFB annually by August 15th of the preceding year unless another delivery date is agreed to in advance by the Contracting Officer.

(b) *Composition of AFB Package*.



(1) Composition and Reconciliation. The AFB shall be presented at the level of detail specified in the approved AFB Process Framework. The AFB package shall include a reconciliation of the President's budget request to the AFB that clearly identifies the following reconciling items:

Exclusions from the AFB as specified in (b)(2) below.

(2) Exclusions from the AFB. The AFB shall not include:

(A) Carryover, which is defined as the estimated costs of any work that was included in the AFB of a previous Contract Period;

(B) Estimated costs included in the enacted budget for any work to be performed by a federal entity or DOE/NNSA prime contractor other than Contractor;

(C) Estimated costs of Inter-Contractor Purchases placed with Contractor by other DOE/NNSA prime contractors or their subcontractors;

(D) Prefunding or continuity of operations funding intended for execution and costing in a subsequent contract term;

(E) The cost estimate associated with any scope of work (e.g., Line-Item Construction Projects) for which a separate fee structure is negotiated; and

(F) That portion of the budget attributable to fee.

(c) *Calculation of Available Award Fee.*

(1) Available Award Fee – Available Award Fee shall be calculated by reducing the relevant AFB by an exclusion factor of 11.4% then applying the applicable Section B CLIN 0001K and CLIN 0001L award fee rate (AF%) to the resulting value:  $(AFB) * (1 - 0.114) * AF\%$ .

(2) Annual AFB Adjustment. The available award fee will be adjusted via bilateral modification once each contract period at the time the AFB attributable to current year funding is updated to reflect the enacted budget. The adjustment will be made using the fee base formula prescribed above. No other adjustment shall be made to the available award fee unless the approved year-end September 30th AFB reflects a plus or minus 10 percent change from the AFB based on the enacted

budget. In accordance with the Changes Clause, the 10-percent change threshold shall apply only to material changes in the amount or character of work described in the Statement of Work. CLIN Tables in Section B will be updated through bilateral modifications as applicable.

- The following changes are made to Part II – Contract Clauses, Section F – Deliveries or Performance:

**F-8 – Deliverables During Transition to Two Separate M&O Contracts**

Alternate due dates for transition deliverables may be suggested after the effective date of the Contract, provided they do not conflict with other provisions of the Contract. In addition to the deliverables identified elsewhere in the Contract, the following deliverables shall be submitted to support NNSA’s planned transition to two separate M&O contracts by October 1, 2024:

Site Separation Deliverables	Deliverables and Due Dates
1. Organization chart for Pantex and Y-12	<p>CNS will provide the Level 2 (CEO and direct reports) organization chart that will be effective January 1, 2023, including, at a minimum, the 4 key positions of CEO, Y12 Site Manager, Pantex Site Manager and Site Separation Activities Manager. Any other key positions will also be noted on the chart.</p> <p>Due date: October 1, 2022</p> <p>CNS will provide a Level 2 organization chart with a vision of the expected site structures as of October 1, 2024, including the anticipated key positions. It is noted that this is preliminary and provided for information only.</p> <p><b>Due date:</b> October 1, 2022</p>
2. Written confirmation that KP positions have been filled at Pantex and Y-12.	<p>CNS will provide written confirmation that the four (4) required Key Personnel positions have been filled at Pantex and Y-12</p> <p><b>Due date:</b> January 1, 2023</p>
3. Risk management plan describing an overall approach to mitigate mission performance risk for each site during the extension and transition process.	<p>CNS will prepare a risk management plan including 1) analysis of potential impact of the site separation activities to the mission, 2) development of mitigation strategies, and 3) incorporation of resulting tasks into the site separation implementation plan schedule. The risk analysis will also include the potential impact of the site separation activities to other currently established risks (e.g., Top 10) or NNSA priority items. Those items requiring special attention will be included and flagged within the risk management plan.</p> <p>The risk management plan will be incorporated into the development of the site separation implementation plan (SSIP).</p> <p><b>Due date:</b> An initial Risk Management Plan will be provided with the Interim SSIP on April 30, 2023. An updated Risk Management Plan will be provided with the final SSIP on [TBD] following review and approval of the interim SSIP.</p>

<b>Site Separation Deliverables</b>	<b>Deliverables and Due Dates</b>
4. Integrated and prioritized list of items that need special attention during the site split and transition	This information will be incorporated into the risk management plan and flagged as items requiring special attention. See Site Separation Implementation Plan for these Items.
5. Support to IDA review for understanding of CNS' current IT and cyber structures and capabilities to determine NNSA's desired path forward for site separation.	The Institute for Defense Analysis (IDA) will be assisting NNSA with analysis and decision-making for its desired path forward for IT and cyber separation activities. CNS will support the IDA review and will produce a project plan as part of the integrated SSIP to implement the site separation of IT and cyber activities based on NNSA's direction <b>Due dates:</b> TBD
6. Staffing plan outlining the staffing needs at each site	CNS will provide an initial post-separation staffing plan for Pantex and Y-12. <b>Due date:</b> January 31, 2023
7. Written notification of formation of a Governance Board and documentation of membership	CNS will provide the approved Governance Board charter, which identifies the scope of the Board responsibilities and the selected membership. <b>Due date:</b> January 31, 2023
8. Site Separation Implementation Plan (SSIP) that establishes functions and systems allowing the Pantex and Y-12 sites to operate as separate sites.	CNS will provide a draft Site Separation Implementation Plan (SSIP) roadmap with high-level milestones identified <b>Due date:</b> January 31, 2023.  CNS will provide an interim SSIP informed by the results of feedback from the reviews of the roadmap and high-level milestones, 2) the initial risk management plan (Item 3), and 3) the elements that are under evaluation to retain from the contract merger (Item 9). <b>Due date:</b> April 30, 2023  The fully resource-loaded plan will be informed by 1) the results of feedback from the reviews of the roadmap and high-level milestones, 2) the risk management plan (Item 3), and 3) the elements that are under evaluation to retain from the contract merger (Item 9). This will be an iterative process to arrive at the final SSIP and associated activities. <b>Due date:</b> to be established upon review and approval of the interim SSIP.
9. White paper outlining the key elements of the contract merger that improved overall performance at the sites and that describes how these elements can be retained through transition to two separate contracts.	CNS will provide a white paper outlining the key elements of the contract merger that improved overall performance at the sites and describe how these elements can be retained through transition to two separate contracts.  The elements from the white paper will be evaluated for incorporation into the site separation implementation plan (SSIP). <b>Due date:</b> second quarter of FY23

The following Terms and Condition are added to the contract:

- Fee rates applicable to any option period under FAR 52.217-8, Option to Extend Services, shall be the applicable fee rate that represents the work activity for the extension period. For example, if SSAs will be performed in the extension period the fee rates shall be equal to the SSA and M&O activity fee rates. If no SSAs will be performed, the fee rates shall only include the M&O activity fee rate.
- Incorporate revised Section J, Appendix I, Personnel Appendix Section 9.0.
- The Annual Fee Baseline Process Framework is incorporated into Section J, Appendix U.
- Settlement Agreement dated September 30, 2022, is incorporated by reference in Contract DE-NA0001942 as an attachment to this modification 0269.
- The contract CLIN 0002, Sub-CLINs, and associated fee annexes shall be modified in the contract at a later date to reflect the Government-approved Contractor rebaseline and Critical Decision (CD-4), as defined in the settlement agreement, and shall not exceed the Contractor's 2022 Comprehensive Estimate at Completion (CEAC) Total Project Cost (TPC), submitted on July 26, 2022.

All other Terms and Conditions remain unchanged as a result of this modification.