

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 745	3. EFFECTIVE DATE See block 16 c.	4. REQUISITION/PURCHASE REQ. NO. <b>NA27344</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	CO DE
U.S. Department of Energy/NNSA SC M&O Contract Support Division P.O. Box 5400 Albuquerque, NM 87185-5400		U.S. Department of Energy/NNSA Livermore Site Office M/S L-293 7000 East Avenue Livermore, CA 94550	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
Lawrence Livermore National Security, LLC Lawrence Livermore National Laboratory M/S L-019 7000 East Avenue Livermore, CA 94550			
		9B. DATED (SEE ITEM 11)	
		<b>X</b> 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC52-07NA27344	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	May 8, 2007	
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 25, 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 attached			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN 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).			
<b>X</b> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Clause H-19 Modification Authority, Clause I-120 Changes, and Mutual Agreement</b>			
D. OTHER (Specify type of modification and authority)			
<b>E. IMPORTANT:</b> Contractor <u>  </u> is not, <u>  X  </u> is required to sign this document and return <u>  1  </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Joseph E. (Trey) Johnston, Director Prime Contract Mgmt Lawrence Livermore National Security, LLC</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Vincent Chua, Contracting Officer U.S. Department of Energy/NNSA</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  By (Signature of Contracting Officer)	16C. DATE SIGNED  07/07/2020

A. The following changes are hereby incorporated into the Contract:

1. Part I, Section B, Clause B-2, Contract Type and Value Paragraphs (d)(2)(3),(4), and (e)(2) the tables are changed to update/add FY21 estimated Fixed and Performance Incentive fees and as shown below:

- (d)(2) The Fixed Fee for each Award Term period earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, is 0.90% of the Total Estimated Cost. The Total Estimated Cost is the Laboratory Table amount included in the President's Budget request to Congress, divided by 1.03.

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Fixed Fee</u>
01Oct14 – 30Sep15 (Award Term 1)	\$1,125,200,971	\$ 10,126,809
01Oct15 – 30Sep16	\$ 1,136,154,369	\$ 10,225,389
01Oct16 – 30Sep17	\$ 1,203,339,806	\$ 10,830,058
01Oct17 – 30Sep18	\$ 1,349,868,932	\$ 12,148,820
01Oct18 – 30Sep19	\$ 1,439,198,058	\$ 12,952,783
01Oct19 – 30Sep20	\$ 1,788,239,806	\$ 16,094,158
01Oct20 – 30Sep21	\$ 1,963,642,718	\$ 17,672,784
01Oct21 – 30Sep22	\$ *	\$ *
01Oct22 – 30Sep23	\$ *	\$ *
01Oct23 – 30Sep24	\$ *	\$ *

[\*To be completed by the Contracting Officer prior to the applicable award term period.]

- (d)(3) The Maximum Available Performance Incentive Fee for each Award Term period earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, is 2.1% of the Total Estimated Cost. The Total Estimated Cost is the Laboratory Table amount included in the President's Budget request to Congress, divided by 1.03.

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Maximum Available Performance Incentive Fee</u>
01Oct14 – 30Sep15 (Award Term 1)	\$1,125,200,971	\$23,629,220
01Oct15 – 30Sep16	\$1,136,154,369	\$23,859,242
01Oct16 – 30Sep17	\$1,203,339,806	\$25,270,136
01Oct17 – 30Sep18	\$1,349,868,932	\$28,347,248
01Oct18 – 30Sep19	\$1,439,198,058	\$30,223,159
01Oct19 – 30Sep20	\$1,788,239,806	\$37,553,036
01Oct20 – 30Sep21	\$1,963,642,718	\$41,236,497
01Oct21 – 30Sep22	\$ *	\$ *
01Oct22 – 30Sep23	\$ *	\$ *
01Oct23 – 30Sep24	\$ *	\$ *

[\*To be completed by the Contracting Officer prior to the applicable award term period.]

- (d)(4) The sum of the Total Estimated Cost plus the Fixed Fee and Maximum Available Performance Incentive Fee is the total Laboratory Table amount.

<u>Contract Period</u>	<u>Total Estimated Cost</u>	<u>Maximum Available Fee</u>	<u>President's Budget Lab Table</u>
01Oct14-30Sep15 (Award Term 1)	\$1,125,200,971	\$33,756,029	\$1,158,957,000
01Oct15-30Sep16	\$1,136,154,369	\$34,084,631	\$1,170,239,000

01Oct16-30Sep17	\$1,203,339,806	\$36,100,194	\$1,239,440,000
01Oct17-30Sep18	\$1,349,868,932	\$40,496,068	\$1,390,365,000
01Oct18-30Sep19	\$1,439,198,058	\$43,175,942	\$1,482,374,000
01Oct19-30Sep20	\$1,788,239,806	\$53,647,194	\$1,841,887,000
01Oct20-30Sep21	\$1,963,642,718	\$58,909,282	\$2,022,552,000
01Oct21-30Sep22			
01Oct22-30Sep23			

(e)(2) The maximum available fee for each fiscal year shall be 2.5% of the estimated cost of NNSA's total estimated budget for reimbursable work. The estimated cost and maximum available fee related to the reimbursable work effort for the specified period is:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Maximum Available Fee</u>	<u>Estimated Cost + Max Available Fee</u>
01Oct07 – 30Sep08	\$ 328,000,000	\$ 8,200,000	\$ 336,200,000
01Oct08 – 30Sep09	\$ 332,000,000	\$ 8,300,000	\$ 340,300,000
01Oct09 – 30Sep10	\$ 290,000,000	\$ 7,250,000	\$ 297,250,000
01Oct10 – 30Sep11	\$ 318,000,000	\$ 7,950,000	\$ 325,950,000
01Oct11 – 30Sep12	\$ 320,000,000	\$ 8,000,000	\$ 328,000,000
01Oct12 – 30Sep13	\$ 319,000,000	\$ 7,975,000	\$ 326,975,000
01Oct13 – 30Sep14	\$ 260,000,000	\$ 6,500,000	\$ 266,500,000
01Oct14 – 30Sep15	\$ 260,000,000	\$ 6,500,000	\$ 266,500,000
01Oct15 – 30Sep16	\$ 251,000,000	\$ 6,275,000	\$ 257,275,000
01Oct16 – 30Sep17	\$ 263,480,000	\$ 6,587,000	\$ 270,067,000
01Oct17 – 30Sep18	\$ 248,360,000	\$ 6,209,000	\$ 254,569,000
01Oct18 – 30Sep19	\$ 301,912,000	\$ 7,548,000	\$ 309,460,000
01Oct19 – 30Sep20	\$ 311,080,000	\$ 7,777,000	\$ 318,857,000
01Oct20 – 30Sep21		\$ 7,777,000	
01Oct21 – 30Sep22			
01Oct22 – 30Sep23			
01Oct23 – 30Sep24			

2. Part I - Clause H-8 is changed as follows:

Paragraph (b) (1) and the table are changed to update/add FY21 estimated cost:

(1) The utilization of Parent Organization experts, which are defined herein as employees of Parent Organizations, for the purpose of achieving improvement in management and performance such as those identified through Parent Organization oversight are allowable costs subject to the conditions contained herein. Such Parent Organization experts' services are not considered a "Subcontract" as contemplated by the Contract's Section I Clause entitled "DEAR 970.5244-1 Contractor Purchasing System." The total estimated cost for Parent Organization experts' services is to be determined by the Contracting Officer during the Transition Period, and annually thereafter, and added via supplemental agreement contract modification.

<b>Contract Period</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>	<b>Mod #</b>
10/01/2007-09/30/2008	\$925,000	\$724,863.00	M-107
10/01/2008-09/30/2009	\$2,000,000	\$1,824,512.47	513
10/01/2009-09/30/2010	\$4,000,000	\$ 224,859.19	513
10/01/2010-09/30/2011	\$1,250,000	\$613,086.77	513

10/01/2011-09/30/2012	\$500,000	\$236,406.80	513
10/01/2012-09/30/2013	\$500,000	\$326,360.55	513
10/01/2013-09/30/2014	\$500,000	\$161,934.51	513
10/01/2014-09/30/2015	\$500,000	\$351,280.82	569
10/01/2015-09/30/2016	\$500,000	\$382,482.47	645
10/01/2016-09/30/2017	\$500,000	\$130,320.85	660
10/01/2017-09/30/2018	\$500,000	\$ 75,363.27	689
10/01/2018-09/30/2019	\$375,000	\$100,668.81	720
10/01/2019-09/30/2020	\$375,000		709
10/01/2020-09/30/2021	\$325,000		745
10/01/2021-09/30/2022			
10/01/2022-09/30/2023			
10/01/2023-09/30/2024			
10/01/2022-09/30/2023			

3. Part I, Section H, Clause H-35 para (d)(1)(ii) and (d)(6)(iii) per AL 2018-02 has been updated per AL 2018-02
4. Part II, Section I, FAR Clause I-054 52.244-6 (Deviation) has been updated and added FAR Clause I-153 52.232-40 (Deviation) per PF 2020 30 CAAC Letter 2020-02, Class Deviation from the Federal Acquisition Regulation (FAR) to Provide for Accelerated Payments to Small Business Contractors and Subcontractors. In addition, DEAR Clause I-121 970.5244-1 (Deviation) has been updated per NNSA AL 2020-02
5. Part III, Section J, Appendix D, Key Personnel, removed Frances Alston, Director of Environment, Safety, and Health and replaced her with Lisa M. Woodrow. Also, removed Reva Nicholson Principal Associate Director, Operations and Business and replaced her with Eric G. McKinzie.
6. Part III, Section J, Appendix G, Listing of Applicable Directives to include changes, additions, and deletions.

DOE Directive	Change
DOE O 452.7 Chg 1 (AdminChg) Protection Of Use Control Vulnerabilities and Designs dated 05/29/2020	Updated

B. All other terms and conditions remain unchanged and in full force and effect.