

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 6	
2. AMENDMENT/MODIFICATION NO. 785	3. EFFECTIVE DATE See block 16 c.	4. REQUISITION/PURCHASE REQ. NO. NA27344		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.		
Laurence Livermore National Security, LLC Laurence Livermore National Laboratory M/S L-019 7000 East Avenue Livermore, CA 94550				
		9B. DATED (SEE ITEM 11)		
		X 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).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H-19 Modification Authority, Clause I-120 Changes, and Mutual Agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: 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) Joseph E. (Trey) Johnston Director, Lawrence Livermore National Security, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vincent Chua, Contracting Officer U.S. Department of Energy/NNSA		
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	

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 FY22 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	\$ 2,046,984,466	\$ 18,422,860
01Oct22 – 30Sep23	\$ *	\$ *
01Oct23 – 30Sep24	\$ *	\$ *
01Oct24 – 30Sep25	\$ *	\$ *

[*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	\$2,046,984,466	\$42,986,674
01Oct22 – 30Sep23	\$ *	\$ *
01Oct23 – 30Sep24	\$ *	\$ *
01Oct24 – 30Sep25	\$ *	\$ *

[*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	\$2,046,984,466	\$61,409,534	\$2,108,394,000
01Oct22-30Sep23			
01Oct23-30Sep24			
01Oct24-30Sep25			

(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	\$ 7,770,000	\$ 318,857,000
01Oct20 – 30Sep21	\$ 331,800,000	\$ 8,295,000	\$ 340,095,000
01Oct21 – 30Sep22		\$ 8,800,000	
01Oct22 – 30Sep23			
01Oct23 – 30Sep24			
01Oct24 – 30Sep25			

2. Part I - Clause H-4 is revised as follows:

Clause H-4

The Contractor shall have and utilize a Contractor-designed system to manage performance consistent with Contract requirements and shall be transparent to the Government. The CAS shall provide the Contractor and Government assurance that: the Contractor’s policies and practices are meeting the requirements of the Contract; those policies and practices are being implemented throughout the Laboratory; and continual improvement through self-identification of deficiencies is occurring. The CAS shall be a primary tool used by Contractor management to: measure and improve performance; ensure that mission objectives and Contract requirements are met, to include individual Work Authorizations; ensure that workers, the public and the environment are protected; and ensure that operations, facilities, and business systems are efficiently and effectively operated and maintained. An effective CAS integrates Contractor management, supports corporate parent governance, and facilitates Government oversight systems. The Contractor is fully accountable for performing its own assessment of these areas. NNSA oversight shall not be relied upon by the Contractor in place of its CAS system, and does not affect the Contractor’s accountability for

performance. The CAS shall be approved and monitored by the Contractor’s Parent Organization or Board of Directors. An effective working CAS will provide the Government the opportunity to reduce transactional oversight.

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

Paragraph (b) (1) and the table are changed to update/add FY22 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.

Contract Period	Estimated Cost	Actual Cost	Mod #
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	\$156,130.80	770
10/01/2020-09/30/2021	\$850,000		770
10/01/2021-09/30/2022	\$325,000		785
10/01/2022-09/30/2023			
10/01/2023-09/30/2024			
10/01/2022-09/30/2023			

3. Section I, updates the following FAR/DEAR Clauses to include changes, additions, and deletions.

FAR Clause	Change
FAR 52.202-1	Jun 2020
FAR 52.204-7	Oct 2018
FAR 52.223-3	Feb 2021
FAR 52.225-1	Jan 2021
FAR 52.225-9	Feb 2021
FAR 52.225-13	Feb 2021
FAR 52.252-6	Nov 2020
DEAR 970.5227-2	Dec 2000 (DEVIATION)

DEAR 970.5227-3	Aug 2002 (DEVIATION)
DEAR 970.5227-4	Aug 2002 (DEVIATION)
DEAR 970.5227-5	Dec 2000 (DEVIATION)
DEAR 970.5227-12	Dec 2000 Alt 1 (DEVIATION)
FAR 52.204-10	Jun 2020
FAR 52.209-7	Oct 2018
FAR 52.210-1	Jun 2020
FAR 52.222-6	Aug 2018
FAR 52.223-18	Jun 2020
FAR 52.203-17	Jun 2020
FAR 52.203-18	Corrected clause numbering
FAR 52.203-19	Corrected clause numbering
FAR 52.203-16	Jun 2020
FAR 52.222-50	Oct 2020
FAR 52.204-24	Oct 2020
FAR 52.204-25	Aug 2020
FAR 52.246-26	Jun 2020

4. Part III, Section J, Appendix D, Key Personnel, removed Desmond (Des) Pilkington (acting), Principal Associate Director, Weapons and Complex Integration and replaced him with Bradley Wallin, Ph.D.
5. Part III, Section J, Appendix G, Listing of Applicable Directives to include changes, additions, and deletions.

DOE Directive	Change
DOE O 140.1A Interface with the Defense Nuclear Facilities Safety Board dated 06/15/2020	Corrected the date
DOE O 142.3B Unclassified Foreign National Access Program dated 01/15/2021	Updated to version B
NNSA SD 205.1 Baseline Cybersecurity Program dated 07/06/2017	Corrected the date
DOE O 226.1B, Implementation of Department of Energy Oversight Policy dated 04/25/2011	Added
DOE O 413.2C Chg 1 (MinChg) Program and Project Management for the Acquisition of Capital Assets dated 08/02/2018	Updated to Chg 1
DOE O 413.3B Chg 6 (LtdChg) Program and Project Management for the Acquisition of Capital Assets dated 01/12/2021	Updated to Chg 6
DOE O 452.6A Chg 1 (AdminChg) Nuclear Weapon Surety Interface with the Department of Defense dated 02/17/2021	Updated to Chg 1
NNSA SD 470.4-2 Admin Chg 1 Enterprise Safeguards and Security Planning and Analysis Program dated 06/16/2021	Updated to Chg 1
DOE STD 1210-2012 Incidents of Security Concern dated 09/2012	Deleted

DOE-STD-3011- 2016 Preparation of Documented Safety Analysis for Interim Operations at DOE Nuclear Facilities dated 01/2016	Updated to 2016
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B. All other terms and conditions remain unchanged and in full force and effect.