

EXCEPTION TO SF 30, APPROVED BY NARS 5/79				
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 877	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.	
Lawrence Livermore National Security, LLC Lawrence 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)				
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: FAR 6.302-3 Industrial mobilization; engineering, developmental, or research capability; or expert services; 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&3.				
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(Trey) Johnston, Director Prime Contract Management Lawrence Livermore National Security, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Inderpreet Chahal, 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	
30-105			STANDARD	
FORM 30				

A. PURPOSE:

The purpose of this modification is to execute a non-competitive contract extension; update Part I, Sections B - H – Special Contract Requirements; update Part II - Contract Clauses, Section I; and update Part III, Section J, Appendix A, Personnel.

B. CHANGES TO THE CONTRACT

As the result of this modification, the following changes/updates are hereby incorporated into the Contract:

(1) Section B - Supplies or Services and Prices/Costs**a) B-2 Contract Type and Value****1. Reimbursable work definition updated for paragraph (a):**

From: Reimbursable work as used herein is the work performed by the Contractor that is not funded out of the Laboratory's Table included in the President's annual budget request for LLNL.

To: As of Nov 21, 2024 (Mod 877), reimbursable work as used herein is the work performed by the Contractor for a customer other than DOE or NNSA.

2. Fee Base restrictions language added to paragraph (a):

As of Nov 21, 2024 (Mod 877), the fee base for DOE/NNSA Work shall not be reduced for any outgoing intercompany purchases including, but not limited to, inter-entity work orders, Integrated Contractor Order, Memorandum Purchase Order, Integrated Contractor Requisitions, or cash orders to other DOE or NNSA contractors. Similarly, the fee base for DOE/NNSA Work shall not be increased for any incoming intercompany purchases including, but not limited to, inter-entity work orders, Integrated Contractor Order, Memorandum Purchase Order, Integrated Contractor Requisitions, or cash orders from other DOE or NNSA contractors.

3. Maximum Available Fee language added for DOE/NNSA work effort excluding reimbursable work for Extension Period and Option Period I to paragraph (d)(1):

For the Extension Contract Period from October 1, 2026, through September 30, 2031, and Option Period I from October 1, 2031, through September 30, 2032, specified in (d)(2) below, Fixed Fee shall not exceed 0.83% of the Fee Base and Performance Incentive Fee shall not exceed 1.92% of the Fee Base. The Fee Base shall be calculated using the following formula:

$$\text{Fee Base} = \text{Laboratory Table amount included in the President's Budget request to Congress} * (1-0.13) / (1+.0275)$$

The 0.13 adjustment represents estimated fee base exclusions for non-fee bearing costs. This exclusion rate is not subject to future revision based on actual cost experience and is fixed for the remainder of the Contract. The 0.0275 adjustment serves to remove that portion of the budget that represents the Fixed Fee and Performance Incentive Fee amounts.

The Fixed Fee and Performance Incentive Fee amounts shall be established annually prior to the beginning of the fiscal year and shall be established unilaterally as prescribed in the sections below.

4. Fixed Fee language added for DOE/NNSA work effort excluding reimbursable work for Extension Period and Option Period I to paragraph (d)(2):

The Fixed Fee for the Extension Period and Option Period I earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, is 0.83% of the Fee Base.

<u>Extension Period</u>	<u>Fee Base</u>	<u>Fixed Fee</u>
01Oct26 – 30Sep27	\$ *	\$ *
01Oct27 – 30Sep28	\$ *	\$ *
01Oct28 – 30Sep29	\$ *	\$ *
01Oct29 – 30Sep30	\$ *	\$ *
01Oct30 – 30Sep31	\$ *	\$ *
<u>Option Period I</u>		
01Oct31 – 30Sep32	\$ *	\$ *

5. Maximum available Performance Incentive Fee language added for DOE/NNSA work effort excluding reimbursable work for Extension Period and Option Period I to paragraph (d)(3):
 The Maximum Available Performance Incentive Fee for the Extension Period and Option Period I earned by the Contractor related to the DOE/NNSA work effort, excluding Reimbursable work, is 1.92% of the Fee Base.

<u>Extension Period</u>	<u>Fee Base</u>	<u>Maximum Available Performance Incentive Fee</u>
01Oct26 – 30Sep27	\$ *	\$ *
01Oct27 – 30Sep28	\$ *	\$ *
01Oct28 – 30Sep29	\$ *	\$ *
01Oct29 – 30Sep30	\$ *	\$ *
01Oct30 – 30Sep31	\$ *	\$ *
<u>Option Period I</u>		
01Oct31 – 30Sep32	\$ *	\$ *

6. Total estimated cost language added for DOE/NNSA work effort excluding reimbursable work for Extension Period and Option Period I to paragraph (d)(4):
 For the Extension Period and Option Period I, the total estimated cost is the total Laboratory Table Budget from the President’s Budget Request less the maximum available fee.

<u>Extension Period</u>	<u>Total Estimated Cost</u>	<u>Maximum Available Fee</u>	<u>President’s Budget Lab Table</u>
01Oct26 – 30Sep27	\$ *	\$ *	\$ *
01Oct27 – 30Sep28	\$ *	\$ *	\$ *
01Oct28 – 30Sep29	\$ *	\$ *	\$ *
01Oct29 – 30Sep30	\$ *	\$ *	\$ *
01Oct30 – 30Sep31	\$ *	\$ *	\$ *
<u>Option Period I</u>			
01Oct31 – 30Sep32	\$ *	\$ *	\$ *

7. Estimated Cost and Fee language added for Reimbursable Work for Extension Period and Option Period I to paragraph (e):
 For the Contract Periods below, the maximum available fee for each fiscal year shall be 2.5% of the Fee Base for the estimated reimbursable work. The Fee base shall be 87%

of the total estimated cost. This incorporates the exclusion rate from Section B-2(d). This exclusion rate is not subject to future revision based on actual cost experience and is fixed for the remainder of the Contract. The estimated cost and maximum available fee related to the reimbursable work effort for the specified period is:

<u>Extension Period</u>	<u>Estimated Cost</u>	<u>Maximum Available Fee</u>	<u>Estimated Cost + Max Available Fee</u>
01Oct26 – 30Sep27	\$ *	\$ *	\$ *
01Oct27 – 30Sep28	\$ *	\$ *	\$ *
01Oct28 – 30Sep29	\$ *	\$ *	\$ *
01Oct29 – 30Sep30	\$ *	\$ *	\$ *
01Oct30 – 30Sep31	\$ *	\$ *	\$ *
<u>Option Period I</u>			
01Oct31 – 30Sep32	\$ *	\$ *	\$ *

(2) Section D – Packaging and Marking - Added standard language:

D-1 Packaging and Marking

Packaging and marking of items to be delivered shall be in accordance with work authorization requirements or other written direction of the Contracting Officer or the Contracting Officer's Representative (COR).

(3) Section F – Deliveries or Performance

a) F-2 Period of Performance:

1. Extension Period and Option Period I added to Paragraph (a)

(5) Extension Period: 01Oct26 through 30Sep31

(6) Option Period I: 01Oct31 through 30Sep32

2. Period of performance updated for Paragraph (b)

From: The period of performance of this contract will expire on September 30, 2026 unless modified for each earned Award Term. For each earned or forfeited Award Term period(s), the Contract will be modified consistent with Clause H-14, Award Term, and the period of performance will be adjusted.

To: The period of performance of this contract will expire on September 30, 2031 unless modified for Option Period I listed in (a)(6).

3. Maximum period of performance updated for Paragraph (c)

From: The Contract's maximum period of performance, if extended beyond the Basic Term of the Contract, shall not exceed nineteen (19) years, approximately 4 months 23 days.

To: The Contract's maximum period of performance, if extended beyond the Basic Term of the Contract, shall not exceed 25 years, 4 months, and 23 days.

b) F-3 Stop Work in Event of Imminent Danger: New Language added and original FAR clause (52.242-15 Stop Work Order (Aug 1989) Alternate I) moved to Section I (I-155).

The Contractor shall immediately cease any activity that is imminently dangerous to the life or health of the workers, the public, or the environment. In the event of imminent danger, any Federal or Contractor employee is authorized to instruct the Contractor to stop work. The Contracting Officer must be contacted immediately after the event such

that a written stop-work order can be issued in accordance with FAR 52.242-15, Stop-Work Order (AUG 1989), Alternate I (APR 1984). Employees of the Contractor shall be apprised of their right to stop work pursuant to this clause. The Contractor shall include this clause in all subcontracts to be performed at the sites. In the event of a security incident involving an imminent threat to the facility, the Contractor shall perform their security duties and continue until the threat is eliminated, at which point the Contractor shall reconstitute and resume normal security operations subject to this clause.

c) F-4 Exercise of Options: New Language added

The decision to extend this Contract via the exercise of an option will be a unilateral decision made by NNSA. Exercise of any option shall be in accordance with Section I clause FAR 52.217-9, Option to Extend the Term of the Contract. Other factors considered are described at FAR Part 17.207, Exercise of Options, which must be met before any option can be exercised. At a minimum, the NNSA will consider the following in determining whether to extend the Contract:

- (1) The Contractor's overall performance, taking into consideration performance evaluations pursuant to the Contractor Performance Assessment Reporting System (CPARS); and
- (2) The considerations under DEAR 970.1706-1(b) for exercising options under M&O contracts.

(4) Section G – Contract Administration Data

a) G-1 Government Contracts:

A. Nomenclature revisions to paragraph (a):

Deleted: Livermore Site Office (LSO)
Replaced with: Livermore Field Office (LFO)

B. Nomenclature revisions to paragraph (b)

Deleted: Office of Chief Counsel
Replaced with: Office of the General Counsel

C. Updated Office of the General Counsel point of contact information in paragraph (b):

From: DOE/NNSA John A. Gordon Albuquerque Complex,
Office of the General Counsel,
P.O. Box 5400,
Albuquerque, New Mexico, 87185-5400;
Telephone: (505) 845-5172.

To: U.S. Department of Energy, NNSA Patent Counsel
Office of General Counsel (NA-GC)
NNSA Albuquerque Complex
24600 20th St SE
Kirtland Air Force Base
Albuquerque, NM, 87117-5507

D. Inserted paragraph (c):

The Contractor may use the Organizational Property Management Officer as a point of contact for guidance and assistance involving personal property requirements. The Contracting Officer shall be contacted for any matter that involves a change in any of the express terms and conditions of the Contract. Correspondence being sent to the

Organizational Property Management Officer should be addressed to: Organizational Property Management Officer (OPMO) point of contact information:

U.S. Department of Energy/National Nuclear Security Administration
Organizational Property Management Officer (OPMO)
Personal Property Albuquerque
P.O. Box 5400 Albuquerque, NM, 87185-5400

- b) G-2 Contractor Contact - Nomenclature revisions to paragraph (b):

Deleted: Livermore Site Office
Replaced with: Livermore Field Office

(5) Section H- Special Contract Requirements

- a) H-6 Parent Oversight Plan - Extension Period years added for estimated and actual cost tables in paragraph (c) and (d).

10/01/2026-09/30/2027
10/01/2027-09/30/2028
10/01/2028-09/30/2029
10/01/2029-09/30/2030
10/01/2030-09/30/2031

- b) H-8 Utilization of Parent Organization Support - Extension Period years added for estimated and actual cost tables in paragraph (b)(1):

10/01/2026-09/30/2027
10/01/2027-09/30/2028
10/01/2028-09/30/2029
10/01/2029-09/30/2030
10/01/2030-09/30/2031

- c) H-9 Benchmarking and Standards management - Added Integrated Safeguards and Security Management (ISSM) to paragraph (a).

- d) H-12 Strategic Initiatives - Nomenclature revisions to paragraph (a), (c), and (d):

Deleted: Nuclear Weapons Complex (NWC)
Replaced with: Nuclear Security Enterprise (NSE)

- e) H-15 Performance Incentives - Nomenclature revisions to paragraph (a):

Deleted: Nuclear Weapons Complex (NWC)
Replaced with: Nuclear Security Enterprise (NSE)

- f) H-20 Privacy Act System of Records - Added DOE systems to existing list:

DOE-5 Former Contractor Employees
DOE-31 Firearms Qualifications Records
DOE-38 Occupational and Industrial Accident Records
DOE-43 Personnel Security Clearance Files
DOE-45 Weapon Data Access Control System
DOE-48 Security Education and/or Infraction Reports
DOE-50 Human Reliability Program (HRP)
DOE-51 Employee and Visitor Access Control System
DOE-77 Physical Fitness Records

- g) H-22 Continuation of Predecessor Contractor's Obligations and Transfer of Obligations to Successor Contractors – Updated H-clause by adding Transfer of Obligations to Successor Contractor language to paragraph (b):

The Contractor agrees that all obligations entered under this Contract shall be transferrable and assignable to the successor contractor as directed by the Contracting Officer. The Contractor shall enter good faith negotiations with any successor contractor and the Contracting Officer to execute a tri-party agreement that transfers, assigns, and/or identifies responsibilities for existing obligations. If, at the completion or termination of this Contract, the Contracting Officer does not direct the Contractor to transfer or assign obligation(s) to the successor contractor, the Contractor shall be liable, responsible, and accountable for closing out and liquidating such obligations, or for taking such other action as the Contracting Officer may direct. The Contractor shall remain liable to the Government and responsible for any unallowable costs which it incurred, or caused to be incurred, in performance of this Contract, regardless of whether they arise out of, or relate to, any obligations transferred or assigned to the successor contractor or to another entity.

- h) H-29 Advance understanding Regarding Additional Items of Allowable and Unallowable costs and Other Matters - Revisions to items of allowable costs and additions to items of unallowable costs:

1. Added 'For contractor employees other than Key Personnel' to the beginning of paragraph (a)(2).
 - From: Expenditures by the Contractor to reimburse other employers for payments (including, but not limited to, salaries) to or for the benefit of their employees loaned to the Contractor for and engaged in the performance of the Contractor's undertaking hereunder.
 - To: For contractor employees other than Key Personnel, expenditures by the Contractor to reimburse other employers for payments (including, but not limited to, salaries) for any employees loaned to the Contractor for and engaged in the performance of the Contractor's undertaking hereunder.
2. Replaced paragraph (b)(4):
 - From: Meals and catering services, except as otherwise specifically agreed to in writing by the Contracting Officer. (Add via Amendment 002)
 - To: Meals, snacks, refreshment and catering services, except those allowable under NAP 520.1 Management and Operating Contractor Business Meals and Light Refreshments or as otherwise specifically agreed to in writing by the Contracting Officer.
3. Added Items of Unallowable Costs to paragraph (b):
 - (5) Compensation of a Senior Executive in excess of the benchmark compensation amount determined applicable for the contractor fiscal year by the Administrator, Office of Federal Procurement Policy, are unallowable.
 - (6) Key Personnel Bonuses (such as incentives, variable pay, sign-on, retention).
 - (7) Costs that are unallowable under other contract terms shall not be allowable as compensation for personnel services.

- i) H-34 Additional Labor Requirements - Nomenclature revisions to paragraph (a) and (c):
Deleted: Davis Bacon Act
Replaced with: Construction Wage Rate Requirements
- j) H-35 Workforce Transition, Contractor Compensation, Benefits and Pension - Streamlined requirements between H-35 and Section J - Appendix A:
1. Revisions to paragraph (c)(2)(ii)
 - From: The Contractor shall submit to the Contracting Officer for the purpose of reviewing the Contractor's bargaining objectives prior to negotiation of any collective bargaining agreement, extension or revision thereto. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which could change costs under this Contract, or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer in advance before proposing or agreeing to changes in any pension or other benefit plans.
 - To: The Contractor shall submit to the Contracting Officer for the purpose of reviewing the Contractor's bargaining objectives 60 days prior to negotiating any collective bargaining agreement, extension or revision thereto. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which could increase costs under this Contract, or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer in advance before proposing or agreeing to changes in compensation, pension, or any other benefit plan.
 2. Replace paragraph (c)(3) in its entirety with:

The Contractor will provide regional wage survey information, a compensation analysis, and any other information to support the collective bargaining cost figures set forth in the Contractor's request for parameters and other items requested by the Contracting Officer.
 3. Added items to paragraph (c):
 - (4) The Contractor shall advise the Contracting Officer within twenty-four hours of the following:
 - (i) Possible strike situations or other actions affecting the continuity of operations including work stoppages and picketing;
 - (ii) Formal action by the National Labor Relations Board (NLRB) Including but not limited to, issuance of a complaint against the Contractor. Copies of complaints, settlement agreements, judgments and any other documents issued in connection with Contractor actions with respect to labor practices shall be provided to the Contracting Officer
 4. Replace paragraph (d)(2)(i) in its entirety with:

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system. The Contractor's compensation system shall be in accordance with FAR 31.205-6 as supplemented by DEAR 970.3102-05-6, fully documented, consistently applied, and acceptable to the Contracting Officer.

5. Replace paragraph (d)(2)(ii) in its entirety with:

The Contractor shall submit the following to the Contracting Officer for approval in writing and in advance:

- (I) Any proposed major compensation program design changes 60 days prior to implementation.
- (II) An Annual Compensation Increase Plan (CIP) by the beginning of each succeeding calendar year. Contracting Officer approval is not required for the CIP under the following circumstances: 1) the CIP submission is equal to or less than the salary increase projection (e.g. World at Work projection); and 2) NNSA does not notify the Contractor of any questions or concerns that may negate the cost allowability. NNSA will provide notification within the two weeks following the Contractor's submission (date will be identified in the annual NNSA CIP guidance).

Contracting Officer approval is required for the CIP under the following circumstances: (1) the CIP percent exceeds the professionally recognized salary budget survey's salary increase projection (e.g. World at Work projection provided in the annual NNSA CIP guidance); (2) the Contractor's position to market warrants less than the survey's salary increase projection such that application of the CIP at the full increase projection, would result in the overall position to be above market; and/or (3) the Contractor's overall position to market is above market.

- (III) Contracting Officer approval is required for initial compensation requests for new/replacement key personnel and approval of the increases to the top contractor official. The request shall include supporting justification related to internal and external/market equity, individual performance, the Application for Contractor Compensation Approval Form (DOE 3220.5), and the Compensation Subject to the Compensation Cap Table. This documentation shall be provided to the Contracting Officer at least 30 days before the proposed effective date of the action.
- (IV) The reimbursed salary of the Contractor's top official will serve as the maximum allowable salary reimbursement level. Notwithstanding any other term or condition set forth in the Contract, the compensation reimbursed by the Government for each of the Contractor's Key Personnel shall not exceed the Office of Federal Procurement Policy (OFPP) Executive Compensation cap per fiscal year, adjusted annually based on the Employment Cost Index (ECI), as determined by Section 702(a)(1) of the Bipartisan Budget Act of 2013, P.L. 113-6 (December 26, 2013), codified at 41 U.S.C. § 4304(a)(16). Any Key Personnel bonuses and associated burdens are considered unallowable costs.

- (V) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk) 60 days prior to implementation.
6. Added item (v) to paragraph (d)(3)(i):
- (V) Is Currently in a Key Personnel position.
7. Revised paragraph (d)(4)(ii)
- From: Report of Contractor Expenditures for Employee Supplementary Compensation due annually by March 15.
- To: Compensation and Benefits due annually by March 15.
8. Revised paragraph (d)(5) Allowability of Pension and Other Benefits cost:
- From: Prior to changing any employee benefit, the Contractor shall obtain Contracting Officer approval in writing and in advance of the changes. No presumption of allowability associated with a change will exist unless approved by the Contracting Officer.
- To: Prior to changing any employee benefit, the Contractor shall obtain Contracting Officer approval in writing and in advance of the changes that increase cost, long term liabilities, or are contrary to written Departmental policy. No presumption of allowability associated with a change will exist unless approved by the Contracting Officer.
9. Revised paragraph (d)(6) Benefits Evaluations in its entirety to:
Benefit Evaluations
- (i) The Contractor shall participate and submit the NNSA Consolidated Employee Benefits Value Study (Ben Val) for non-bargaining employees to the Contracting Officer by July 31st every two years. An Employee 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 shall use the comparator companies used in the last Consolidated Employee Ben Val. When the net benefit value for non-bargaining employees exceeds the comparator group average by more than five percent, the Contractor may be required to submit a corrective action plan to the Contracting Officer, describing the specific actions they plan to take to get to the 105%, no later than 60 days after the Ben Val is submitted.
 - (ii) A Ben Val for bargaining unit employees shall be submitted to the Contracting Officer no later than 6 months prior to the end of the collective-bargaining agreement. The Ben Val Study for bargaining unit employees must include at least 15 comparator companies approved by the Contracting Officer.
 - (iii) For non-bargaining and bargaining unit employees, if any of the comparator companies no longer participate, the Contractor shall recommend replacement companies for approval by the Contracting Officer.

- (iv) For non-bargaining and bargaining unit employees, the Contractor shall include major non-statutory benefit plans offered by the Contractor, including qualified defined contribution (DC) retirement plans; capital accumulation plans; and death, disability, health, and paid time off welfare benefit programs in its Ben Val.
 - (v) For non-bargaining and bargaining unit employees, M&O Contractor DB plans, closed to new entrants, are not included in the Ben Val Measurement.
 - (vi) An Employee Benefits Cost Study Comparison (Cost Study), shall be completed annually and submitted to the Contracting Officer by July 31st. The Cost Study must utilize a professionally recognized measure approved by the Contracting Officer that analyzes the Contractor's employee benefits cost for employees as a percentage of payroll and compares it with the cost as a percentage of payroll including geographic factor adjustments, reported by the U.S. Labor's Bureau of Labor Statistics or other Contracting Officer approved comparator group or broad-based national benefit cost study. For non-bargaining and bargaining unit employees, M&O Contractor DB plans, closed to new entrants, are not included in the Benefit Cost Study measurement.
 - (vii) When the average of the Contractor's Cost Study, discussed in (vi) above, total benefit costs for the non-bargaining employees as a percentage of payroll, exceeds the comparator group by more than five percent, the Contracting Officer may require the Contractor to submit an analysis of the specific plan costs that result in or contribute to the percentage of payroll exceeding the costs of the comparator group. Based on this analysis, the NNSA will determine whether a corrective action plan is necessary.
 - (viii) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, the Contractor should implement the actions identified in the corrective action plan, to align employee benefit programs with the benefit value and benefit cost study requirements.
10. Revise paragraph (e)(6) to establish submission timeline for CO approval: (additions highlighted)
- In addition to the information required under paragraph (d) (6) above, prior to making changes to a pension plan the Contractor shall submit the information required under subparagraphs (i) and (ii) below for approval **at least 60 days** in advance and in writing that the costs proposed to be incurred are consistent with the Contractor's pension plans and will be deemed allowable. When changes to any pension plan are required by law, or the changes do not increase costs or liabilities under the plan, approval is not required provided the Contractor submits 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.
11. Replace paragraph (e)(6)(ii) in its entirety with:

A clean copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout.

12. Replace paragraph (e)(7) in its entirety with:

Pension Management Plan (PMP) & Post Retirement Benefit (PRB) Management Plan.

No later than January 31 of each applicable year, The Contractor shall submit a Pension Management Plan and Post-Retirement Management Plan for management and administration of its DB pension and PRB plans consistent with the terms of the Contract via iBenefits by January 31st of each applicable year. The Pension Management Plan shall include but is not limited to the DB plans' projected assets, projected liabilities, and estimated contributions. A full description of the Contractor's required reporting will be provided in the annual management plan data request. Within 60 days after the date of submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP and PRB submission and any other current plan issues or concerns.

13. Replace paragraph (h) in its entirety with:

Work Force Planning

The Contractor shall analyze workforce requirements consistent with current and future mission requirements. The Contractor shall develop a written plan describing appropriate workforce strategies and how it will ensure appropriate skills to perform the current mission work and the anticipated future mission work across the NNSA's Future Years Nuclear Security Program (FYNSP).

The document and analysis shall include a discussion of the following topics: overall workforce look, identification of critical and essential skills, future hiring needs for the site including in critical skills areas, plans to recruit and retain individuals possessing critical skills, and the impact of anticipated retirements or other attrition. This workforce plan shall be provided to the Contracting Officer no later than November 30th each year.

14. Revise paragraph (i)(2) to establish submission timeline for CO approval: (additions highlighted)

The Contractor may change retiree medical benefits after contract execution. Changes shall be based on a comparison and analysis to industry practices. Prior to making any changes to retiree medical benefit plans, the Contractor should obtain Contracting Officer approval **at least 60 days** prior to implementation. No presumption of allowability associated with a change will exist unless approved by the Contracting Officer.

k) H-53 Confidentiality of Information - New H-clause added:

- (a) Third Party Information Provided by Government to Contractor: To the extent that the work under this Contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is confidential or proprietary ("Third Party Information"), the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. Unless covered by other existing confidentiality requirements, the foregoing obligations shall not apply to:

- (1) Information or data that is in the public domain at the time of receipt by the Contractor;
 - (2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
 - (3) Information or data in possession of the Contractor prior to receipt, either directly or indirectly, from the Government; and
 - (4) Confidential or proprietary information or data owned by a third party that has expressly authorized unlimited distribution.
- (b) Third Party Information Provided by third Party: The Contractor agrees to enter into contractual arrangements with the owners of such Third Party Information pursuant to its standard business practices and procedures, using template documents, when appropriate, to reflect terms and conditions which are deemed standard or appropriate under commercial industry standards and consistent with Agency preferences, or the template documents provided by the owners of the Third Party Information, as appropriate for each transaction. Upon written request of the Contracting Officer, the Contractor shall furnish the Government with copies of its template documents, or individual contracts for oversight purposes. On an annual basis, the contractor shall submit to the Contracting Officer a report that identifies all of the entities who supplied the Contractor with such information, with such summary information available, and / or other data as requested by the Contracting Officer. No classified information or Third Party Information shall be included in the report.
- (c) Consistent with its obligations under this contract and industry standards for California-based employees, the Contractor shall obtain the written agreement of each employee permitted access to Third Party Information whereby the employee agrees that such Third Party Information for which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except as otherwise permitted in contractual agreements with the owners of such Third Party Information
- (d) Upon request of the Government, the Contractor shall execute a DOE/NNSA-approved agreement with any party whose facility or proprietary data the Contractor is given access to or is furnished by the Government pursuant to clause (a) above, restricting use and disclosure of the data or the information obtained from the facilities.
- (e) Contract Language substantially similar to this clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.
- 1) H-54 Instructions for Updating Foreign Ownership, Control or Influence (FOCI) Information - New H-clause added:
- (a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the

Contractor shall use the DOE FOCI electronic submission system located at <https://foci.anl.gov>.

- (b) New users, when registering to update information under this Contract, should select "NNSA Albuquerque Complex - Office of Partnership and Acquisition Services (NA-PAS)" as the FOCI Office that will review the FOCI Submission.
- (c) All FOCI documentation/forms shall be completed within the eFOCI system. NOTE: A completed SF 328, Certificate Pertaining to Foreign Interests, executed in accordance with the instructions on the certification section of the SF328, shall be printed, signed and uploaded into the eFOCI system. The SF 328 is required for first time submissions, any time there are changes to the SF 328, and at the request of the Cognizant Security Authority (CSA). Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

m) H-55 Key Personnel - New H-clause added:

- (a) KEY PERSONNEL EMPLOYER. Key Personnel shall be employees of the Contractor and shall not be on assignment (i.e., seconded) from another organization.
- (b) NOMINATION AND SELECTION OF KEY PERSONNEL. The nomination and selection of an individual to fill any Key Personnel position shall follow a consistent approach and approval of the LLC and Laboratory Director must be obtained before a Key Person is proposed to the Contracting Officer, except that approval of the Laboratory Director is not required for the Laboratory Director position.
- (c) KEY PERSONNEL REPORTING STRUCTURE. The Laboratory Director shall report to the Contractor's Board of Governors. Key Personnel shall report through the Laboratory Director.
- (d) REPLACEMENT OF KEY PERSONNEL UNDER SERVICE AGREEMENT. To ensure consistency with Appendix A, Section III Compensation, unless approved in advance, in writing, by the Contracting Officer, should any Key Personnel be removed, replaced, or diverted by the Contractor, before the Key Person has served in the Key Position for two years, for reasons other than to maintain satisfactory standards of employee competency, conduct and integrity in accordance with the Contract's Section I clause entitled "DEAR 970.5203-3, Contractor's Organization (DEC 2000) (Class Deviation), paragraph (c)", the Contractor shall forfeit two years of the DOE/NNSA reimbursable annual salary and relocation or similar costs as well as associated burdens. Such forfeited costs shall be considered unallowable costs under this Contract and shall be considered a debt due to the Government within 30 days of the effective date any Key Personnel is removed, replaced, or diverted from the key position.
- (e) REPLACEMENT OF KEY PERSONNEL DURING CONTRACT PERFORMANCE.
In addition to the requirements outlined in Section I DEAR Clause 952.215-70, the Contractor shall submit the proposed compensation for the proposed Key Person following requirements in Section B, Clause H-35 Workforce Transition, Contractor Compensation, Benefits, and Pension (d) Salary and Benefits (2) (III).

(f) ADDITION OF NEW KEY PERSONNEL POSITIONS DURING CONTRACT PERFORMANCE.

During Contract performance the Contractor may, if approved by the Contracting Officer, add new Key Personnel positions if necessary to achieve mission objectives. At least 60 days before the proposed effective date of the action, the Contractor shall submit a request to the Contracting Officer with an accompanying justification that includes: a description of the proposed Key Personnel position (including the role, responsibilities and lines of authority), the Contractor's rationale for the new Key Personnel position, and the benefits the Government will achieve through approval of the new Key Personnel position. If the request for the new Key Personnel position is approved, the Contractor shall submit the compensation for the new Key Person in accordance with Section B, Clause H-35 Workforce Transition, Contractor Compensation, Benefits, and Pension (d) Salary and Benefits (2) (III).

(g) LIMITS ON REIMBURSEMENT OF KEY PERSONNEL COMPENSATION.

The reimbursed salary of the Contractor's top official will serve as the maximum allowable salary reimbursement level. Notwithstanding any other term or condition set forth in the Contract, the compensation reimbursed by the Government for each of the Contractor's Key Personnel shall not exceed the Office of Federal Procurement Policy (OFPP) Executive Compensation cap per fiscal year, adjusted annually based on the Employment Cost Index (ECI), as determined by Section 702(a)(1) of the Bipartisan Budget Act of 2013, P.L. 113-6 (December 26, 2013), codified at 41 U.S.C. § 4304(a)(16). Any Key Personnel bonuses and associated burdens are considered unallowable costs.

n) H-56 Contractor Performance Evaluations - New H-clause added:

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15, the NNSA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractor must register in CPARS in order to view/comment on their performance reports.

o) H-57 Strategic Purchasing - New H-clause added:

(a) The Contractor shall participate with NNSA and other NNSA contractors as part of an "enterprise organization" taking advantage of the many benefits that can be achieved through strategic purchasing. Strategic purchasing can result in better pricing, better products, more timely delivery, reduced administrative costs and lead times for both the Contractor and the NNSA, greater standardization and interchangeability across the NNSA complex, and increased award to small business entities.

(b) The Contractor shall cooperate with NNSA and other NNSA contractors in identifying requirements under this Contract that are suitable for strategic purchasing and shall facilitate the identification of work to be directly acquired by NNSA to support the objectives discussed below. The Contractor shall use the contracting vehicles identified by the NNSA as strategic purchases and any strategic sourcing vehicle available to NNSA and DOE contractors to meet all suitable requirements under this Contract unless the cost of using such

contracting vehicles is shown to be excessive, does not provide the best value and or impacts the Contractor's schedule. The Contractor may propose alternative acquisition strategies to the Contracting Officer.

p) H-58 Partnering and Contract Maintenance - New H-clause added:

As requested from time to time by the Contracting Officer, and at a frequency no less than once every five years, the Contractor and the NNSA shall review the Contract requirements together for the purpose of identifying areas of the Contract (e.g. clauses, directives, etc.) that may be improved. Improvements include additions, revisions, or deletions of Contract language or requirements documents that create efficiencies and/or streamline processes. This partnering process of reviewing the Contract is not intended to take the place of the Contractor's responsibilities under H-23 Standards Management. Any modifications to the Contract resulting from this process will be by mutual agreement of the Parties. This clause in no way impairs the NNSA's ability to modify the Contract unilaterally pursuant to other clauses in the Contract.

(6) Section I – Contract Clauses

a) I-155 FAR 52.242-15 Stop Work Order (Aug 1989) Alternate I - Moved over from F-3:

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period for 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in I-059 FAR 52.249-6 Termination (Cost Reimbursement).
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

(d) If a stop work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

b) I-156 FAR 52.217-8 Option to Extend Services (Nov 1999) - Added new I-clause:

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

c) I-157 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000) - Added new I-clause:

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 25 years, 4 months, and 23 days.

(7) Section J – Appendix A, Personnel: Streamlined requirements between H-35 and Section J - Appendix A, Personnel:

a) Removed the following items from Section III (b):

1. Any combination of salary increases for an individual in a single calendar year, including merit increases and those resulting from reclassification and promotion, which result in a salary that is 25% greater than the employee's salary prior to the increase shall require prior approval by the Laboratory Director.
2. Annual funding for promotions shall be included in the Compensation Increase Plan (CIP) request as a discrete line item.

b) Removed the following from Section III (c):

1. The Contractor shall submit a Compensation Increase Plan (CIP) proposal to the Contracting Officer 90 days prior to the beginning of the succeeding calendar year.

c) Added the following item to Section VII (a):

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

C. List of Attachments with changes/additions highlighted:

(1) LLNL conformed contract Part I Section B-H

(2) LLNL conformed contract Part II Section I

(3) LLNL conformed contract Part III Section J Appendix A – Personnel

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