

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 35
2. AMENDMENT/MODIFICATION NO. 0667	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. Not Applicable	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT ALLIANCE, LLC Attn: JENNIFER JAHNER POST OFFICE BOX 650 RICHLAND WA 99352		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 010605464	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728	10B. DATED (SEE ITEM 13) 04/28/2009

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 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)

Not Applicable

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 MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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: E.14, E.29 FAR 52.219-9, E.103 FAR 52.243-2 Alt II (a) (1) and by mutual agreement.
	D. OTHER (Specify type of modification and authority)

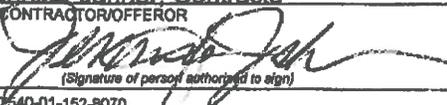
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification updates Section J.5, Performance Guarantee, by adding the Performance Guarantee Agreement of Leidos, Inc. (executed on August 16, 2016) as a guarantor of MSA's performance on the Mission Support Contract. The addition of Leidos' Performance Guarantee does not replace or modify the existing Performance Guarantees already included in Attachment J.5 of the Mission Support Contract. Notwithstanding the addition of Leidos' Performance Guarantee, the obligations under the Performance Guarantees of Lockheed Martin Corporation (executed on March 10, 2008), Jacobs Engineering Group Inc. (executed on May 8, 2008), and Centerra, Inc. (executed on March 6, 2015) shall each remain in full force and effect.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Jahner, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy E. Corbett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/21/2018	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/21/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/0667

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2 35

NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification updates Section J.6, Small Business Subcontracting Plan, revised December 14, 2017.</p> <p>This modification updates Section J.8, Advance Understanding of Costs to reflect Revision 9.0 as approved via Department of Energy Richland Operations Office letter 18-PSO-0017 dated February 8, 2018.</p> <p>This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).</p> <p>By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:</p> <p>In consideration of this Modification 667 agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.</p> <p>Attachments: Attachment 1 - Section J Table of Contents Attachment 2 - Section J.5 Conformed Attachment 3 - Section J.6 Conformed Attachment 4 - Section J.8 Conformed</p> <p>There are no other changes to the terms and conditions of this contract.</p> <p>Payment: Period of Performance: 05/26/2009 to 05/25/2019</p>				

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J -- LIST OF ATTACHMENTS
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ATTACHMENT J-5
PERFORMANCE GUARANTEE AGREEMENT

Lockheed Martin Corporation
6801 Rockledge Drive Bethesda, MD 20817
Telephone 301-897-6000



Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-RP06-07RL14728 for the Mission Support Contract (Contract) dated _____, by and between the Government and Mission Support Alliance, LLC (Contractor), the undersigned, Lockheed Martin Corporation (Guarantor), a corporation incorporated in the State of Maryland with its principal place of business at 6801 Rockledge Drive, Bethesda, MD 20817 hereby unconditionally guarantees to the Government:

- (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Governments rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

3-10-08

Date

Lockheed Martin Corporation

Name of Corporation

John Mc Carey

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Julian M. Injejeeth

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

Attachment L-1
Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE – AC 06-07RL14728 for the Mission Support Contract (Contract) dated TBD, by and between the Government and MISSION SUPPORT ALLIANCE, LLC (Contractor), the undersigned, Jacobs Engineering Group Inc (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 1155 South Arroyo Parkway, Pasadena, CA, 91109 hereby unconditionally guarantees to the Government:

- (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Governments rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to

pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

May 8, 2008
Date

Name of Corporation – Jacobs Engineering Group Inc.

George A. Kunberger – Executive Vice President

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

William C. Markley III – Senior Vice President – Assistant Secretary

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal



PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-RP06-07RL 14728 for the Mission Support Contract (Contract) dated (TBD), by and between the Government and Mission Support Alliance, LLC (Contractor), the undersigned, Centerra Group, LLC (Guarantor), a limited liability company organized in the State of Delaware with its principal place of business at 7121 Fairway Drive, Suite 301, Palm Beach Gardens, FL 33418, hereby unconditionally guarantees to the Government:

- (i) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Governments rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s)

executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

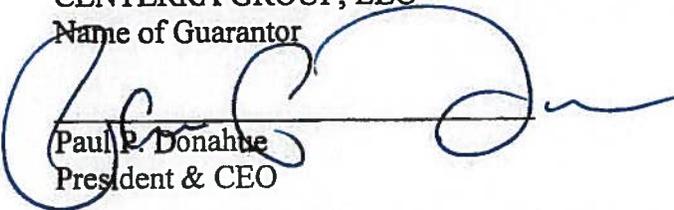
Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

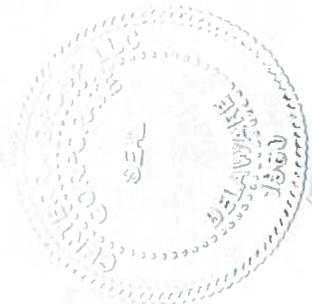
No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on:

March 6, 2015
Date

CENTERRA GROUP, LLC
Name of Guarantor


Paul P. Donahue
President & CEO



Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix
Corporate Seal

Leidos, Inc.
11955 Freedom Drive Reston, VA 20190
Telephone 571-526-6000

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-AC06-09RL14728 for the Mission Support Contract (Contract) dated April 28, 2009, by and between the Government and Mission Support Alliance, LLC (Contractor), the undersigned, Leidos, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 11955 Freedom Drive, Reston, VA 20190 hereby unconditionally guarantees to the Government:

- (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of

which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

8/16/16

Date

Leidos, Inc.

Name of Corporation



Marc Crown, Senior VP & Treasurer

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

**Mission Support Alliance, LLC
2490 Garlick Boulevard
Richland, WA 99354**

**Subcontracting Plan for Small Business Concerns
Pursuant to FAR 19.7
FAR Clause 52.219-9 and
Public Laws 95-507, 99-661, 106-50, and 100-108**

Update: December 14, 2017

In accordance with Public Law (P.L.) 95-507, P.L. 99-661, Section 1207, P.L. 106-50, P.L. 100-180, Section 806 and FAR Clause 52-219-9 (Small Business Subcontracting Plan); Mission Support Alliance LLC is using the following subcontracting plan:

Name of Contractor:	Mission Support Alliance, LLC.
Address:	2490 Garlick Blvd. Richland, WA 99354
Contract Number:	DE-AC06-09RL14728
Item/Service:	Infrastructure and site services for DOE-RL, DOE-ORP, and associated contractors at the Hanford Site
Contract Award Amount:	\$3,059,369,580.00
Estimated Value of Materials/ Subcontracts:	\$1,639,968,958.00
Period of Contract Performance:	Transition & Basic Period – May 26, 2009, through May 25, 2014 Option Period 1 – May 26 2014 through May 25, 2017 Option Period 2 – May 26, 2017 through May 25, 2019
Type of Plan:	Individual Contract Plan – (All elements developed specifically for this contract and applicable to the full term of this contract)

POLICY

It is the policy of Mission Support Alliance, LLC. (MSA) to provide Small Business Concerns (SB), Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SDB); Woman-Owned Small Business Concerns (WOSB); Historically Underutilized Business Zones (HubZone); Veteran-Owned Small Business Concerns (VOSB); and Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB), the maximum practical opportunity to compete for subcontracts to the extent consistent with the operational environment, efficient performance, and requirements of the statement of work. MSA will use its best efforts in carrying out this policy.

1.0 INTRODUCTION

In accordance with MSA's Small Business Subcontracting Policy, we will maximize the participation of small business concerns supporting this contract with specific emphasis on the local Tri-Cities and Mid-Columbia small business community. The small business community possesses several distinct advantages that many larger organizations do not as a result of the necessity to survive in a very competitive environment. In order to grow and succeed, small business concerns must be flexible and innovative while performing safer, faster, better, and cheaper. These attributes translate into a competitive advantage that we intend to use to enhance performance, reduce cost, and improve schedule in support of the Mission Support Contract (MSC).

We will meet the goals in this plan by working closely with DOE-RL and the small business community in the Tri-Cities area to develop partnerships that translate into meaningful participation for small businesses throughout the life of the MSC. Our small business program features the following:

- A commitment to meet or exceed all small business goals;
- Technically challenging and meaningful work opportunities;
- A full commitment to use local business concerns on the contract; and
- A mentoring plan to enhance existing skills as required to support development and growth through participation in DOE and SBA's 8(a) Mentor-Protégé Programs.

Note: For the purpose of this Small Business Subcontracting Plan, the term "small business concerns," includes Small Business Concerns (SB); Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SDB); Woman-Owned Small Business Concerns (WOSB); Historically Underutilized Business Zones (HubZone); Veteran-Owned Small Business Concerns (VOSB); and Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB).

2.0 MISSION SUPPORT ALLIANCE LLC SB SUBCONTRACTING GOALS

We have estimated the total value of subcontracting dollars for the Mission Support Contract based on our estimated cost to perform the scope of work. **Figure 2-1** shows our goals expressed in terms of percentages of *total planned subcontracted dollars* and dollar values for the MSC Contract for the use of SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone concerns over the life of the contract and the total dollar of planned subcontracting. In accordance with Prime Contract clause H.21 (b), MSA will award 25 percent of total contract value to our small business partners by the end of year two of the contract and maintain the 25

percent throughout the life of the contract. In accordance with Prime Contract clause B.10, MSA will provide annual updates by December 31st of each year.

SMALL BUSINESS CONTRACT SUMMARY									
								Total Contract	
Proposal Contract Value								\$3,059,369,580	
Type	Dollars						%		
Large Business	\$819,984,479						50		
Small Business	\$819,984,479						50		
Total Dollars Available for Subcontracting (does not include subcontract costs for affiliates of the Prime)								\$1,639,968,958	100
Components									
SDB	\$163,996,896						10		
WOSB	\$111,517,889						6.8		
HUBZone	\$44,279,162						2.7		
VOSB	\$32,799,379						2.0		
SDVOSB	\$32,799,379						2.0		
SMALL BUSINESS BREAKOUT FOR TEN YEARS									
	YEAR 1		YEAR 2		YEAR 3		YEAR 4		
Type	Dollars	%	Dollars	%	Dollars	%	Dollars	%	
Large Business	\$72,811,314	50	\$78,695,529	50	\$77,957,098	50	\$77,839,639	50	
Small Business	\$72,811,314	50	\$78,695,529	50	\$77,957,098	50	\$77,839,639	50	
Components									
SDB	\$14,562,263	10	\$15,739,106	10	\$15,591,420	10	\$15,567,928	10	
WOSB	\$9,902,339	6.8	\$10,702,592	6.8	\$10,602,165	6.8	\$10,586,191	6.8	
HUBZone	\$3,931,811	2.7	\$4,249,889	2.7	\$4,209,683	2.7	\$4,203,341	2.7	
VOSB	\$2,912,453	2.0	\$3,147,821	2.0	\$3,118,284	2.0	\$3,113,586	2.0	
SDVOSB	\$2,912,453	2.0	\$3,147,821	2.0	\$3,118,284	2.0	\$3,113,586	2.0	
	YEAR 5		YEAR 6		YEAR 7				
Type	Dollars	%	Dollars	%	Dollars	%	Dollars	%	
Large Business	\$110,900,105	50	\$84,000,727	50	\$86,867,436	50	\$86,867,436	50	
Small Business	\$110,900,105	50	\$84,000,727	50	\$86,867,436	50	\$86,867,436	50	
Components									
SDB	\$22,180,021	10	\$16,800,145	10	\$17,373,487	10	\$17,373,487	10	
WOSB	\$15,082,414	6.8	\$11,424,099	6.8	\$11,813,971	6.8	\$11,813,971	6.8	
HUBZone	\$5,988,606	2.7	\$4,536,039	2.7	\$4,690,842	2.7	\$4,690,842	2.7	
VOSB	\$4,436,004	2.0	\$3,360,029	2.0	\$3,474,697	2.0	\$3,474,697	2.0	
SDVOSB	\$4,436,004	2.0	\$3,360,029	2.0	\$3,474,697	2.0	\$3,474,697	2.0	
	YEAR 8		YEAR 9		YEAR 10				
Type	Dollars	%	Dollars	%	Dollars	%	Dollars	%	
Large Business	\$77,548,834	50	\$76,135,225	50	\$77,228,571	50	\$77,228,571	50	
Small Business	\$77,548,834	50	\$76,135,225	50	\$77,228,571	50	\$77,228,571	50	
Components									
SDB	\$15,509,767	10	\$15,227,045	10	\$15,445,714	10	\$15,445,714	10	
WOSB	\$10,546,641	6.8	\$10,354,391	6.8	\$10,503,086	6.8	\$10,503,086	6.8	
HUBZone	\$4,187,637	2.7	\$4,111,302	2.7	\$4,170,343	2.7	\$4,170,343	2.7	
VOSB	\$3,101,953	2.0	\$3,045,409	2.0	\$3,089,143	2.0	\$3,089,143	2.0	
SDVOSB	\$3,101,953	2.0	\$3,045,409	2.0	\$3,089,143	2.0	\$3,089,143	2.0	

Figure 2-1. Subcontracting Goals: Our approach maximizes the participation of small business concerns in supporting Hanford MSC requirements.

We are confident we can achieve our proposed small business subcontracting goals based on:

- Our past successes in meeting and exceeding our SB subcontracting goals;
- The oversight and advocacy provided by our Small Business Liaison Officer; and
- Our plan for enhancing skills as necessary to position small business concerns to increase their level of participation and assume more responsibility.

3.0 PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED

There are a variety of technically challenging and complex opportunities available to small businesses across the program. We intend to choose cost-effective small businesses to work in accomplishing the MSC statement of work and the general performance requirements. Figure 3-1 lists the principal categories of subcontracting opportunities available for small business concerns. Each checkmark on the chart represents a small business type (e.g., SDB, WOSB) that is already included in our database of Pre-Qualified SB concerns. As additional opportunities are identified, the listing will be expanded.

Additionally, MSA has selected several “best of class” companies that will add strategic value to the MSC and our team. Our selected major small business partners shown in Figure 3-2 possess first-hand knowledge of the Hanford site and/or the DOE operational arena. These small business partners have substantial relevant experience and outstanding capabilities to support the MSC mission.

4.0 METHODOLOGY FOR DETERMINING SUBCONTRACTING GOALS

To establish the subcontracting goals and commitments, we considered the following:

- The MSC scope of work and forecasted probable acquisition needs,
- The types of subcontractors that we will have assigned to the MSA from the incumbent contractor,
- The incumbent performance related to SB goals vs. actual,
- The geographic location and population of small business concerns that can support our requirements,
- Qualified local SB concerns licensed in Washington state and operating in the Tri-Cities and Mid-Columbia areas,
- Our knowledge of small businesses that have worked on DOE projects at Hanford, AND
- Our proven approach to promoting and utilizing small business.

Based on these items and our track record of meeting small business goals in the past, our subcontracting goals for this contract are both realistic and attainable and will utilize small business concerns in a variety of meaningful and complex work on the project.

5.0 METHODOLOGY FOR IDENTIFICATION OF SUPPLIERS

MSA continually identifies and reviews potential sources of supplies and services for MSC. In developing this list, we:

- Identified the SB concerns with excellent ESH&Q performance records that have worked on or are currently working on the Mission Support Contract;
- Assessed Alliance partners’ proprietary Supplier Information Systems for qualified sources that have worked similar projects;
- Analyzed external databases such as the System for Award Management (SAM) for local qualified suppliers;
- Assessed Washington State Small Business Administration (SBA) sources - Obtained source lists from minority and other organizations such as:
 - National Association of Minority Contractors;
 - National Minority Supplier Development Council; and
 - Local Procurement Technical Assistance Center.

Types of Supplies and Services Available for Subcontracting	SB	SDB	WOSB	VOSB	SDVOSB	HUBZone
Protective Forces	✓	✓	✓	✓	✓	
Information Security	✓	✓	✓	✓	✓	
Personnel Security	✓	✓	✓			✓
Nuclear Materials and Control Account	✓	✓		✓	✓	
SAS Program Management	✓	✓	✓	✓	✓	
Site Training & HAMMER	✓	✓	✓	✓		✓
Fire and Emergency Response	✓	✓	✓	✓	✓	✓
Radiological Assistance Program	✓	✓	✓		✓	
Environmental Regulatory Management	✓	✓	✓		✓	
Environmental Surveillance	✓	✓	✓			
Laboratory/analytical Services	✓		✓			
Biological Controls	✓	✓	✓			✓
Motor Carrier and Fleet Services	✓	✓	✓	✓		✓
Facilities Services	✓	✓	✓	✓	✓	✓
Calibrations Services	✓	✓	✓			
Roads and Grounds	✓	✓			✓	✓
Electric Trans. /Distribution. & Energy	✓	✓	✓	✓		
Sanitary Waste Management & Disposal	✓	✓			✓	✓
Land-Use Planning and Management	✓	✓		✓		
Long Term Stewardship	✓	✓		✓		
Property Systems Acquisition	✓	✓	✓			
Materials Management	✓	✓	✓		✓	
Mail and Courier Services	✓	✓	✓	✓	✓	✓
Reproduction Services	✓	✓	✓	✓	✓	
Multi-Media Services	✓	✓	✓			✓
Telephone, Radio, and Pager Services	✓	✓	✓	✓		✓
Network Services	✓	✓	✓		✓	✓
Information Services	✓	✓	✓	✓	✓	✓
Records Management	✓	✓	✓		✓	✓
Long Term Records Storage	✓		✓		✓	
Portfolio Planning, Analysis & Asses.	✓	✓	✓	✓	✓	
Risk Management	✓	✓	✓	✓		
Quality Assurance	✓	✓	✓			

Types of Supplies and Services Available for Subcontracting	SB	SDB	WOSB	VOSB	SDVOSB	HUBZone
Beryllium	✓	✓	✓			
Staff Augmentation	✓	✓	✓	✓	✓	✓
Construction Services	✓	✓	✓		✓	✓
Janitorial Services	✓	✓				
Catering Services	✓	✓	✓			
Laboratory Supplies and Equipment					✓	✓
Janitorial Supplies		✓	✓			✓
Safety Supplies					✓	
Electronic Supplies	✓	✓	✓			✓
Hand Tools	✓	✓	✓		✓	✓
HVAC and Plumbing Supplies	✓	✓	✓	✓	✓	
Computer Hardware	✓	✓	✓	✓	✓	✓

Figure 5-1. Principal Categories and Subcontracting Opportunities. *Our approach includes technically complex and meaningful opportunities for pre-qualified small business concerns which have experience working in support of DOE organizations.*

Subcontractor	Type	DOE Experience	Local Small Business	Primary Responsibility
Akima Facilities Management	SDB Native American	✓	✓	Warehousing; Property Systems Management, Janitorial
HPM	WOSDB	✓	✓	Beryllium; Safety Program, Quality Assurance
Westech International	WOSB HUBZone	✓	✓	Correspondence Control; Records Management

Figure 5-2. Major Small Business Subcontractors. Our major small business subcontractors bring to MSC extensive experience with DOE and Hanford projects.

6.0 INDIRECT COSTS

Indirect costs have not been included in the dollar and percentage subcontracting goals stated in this plan.

7.0 SUBCONTRACTING PLAN ADMINISTRATION

Ms. Amber Bush serves as the MSA Small Business Liaison Officer (SBLO) to execute the MSC Small Business Program and ensure that we identify meaningful opportunities for small business participation early in the program. This approach allows MSA leadership to set the expectations for the entire organization by demonstrating a commitment to the success of our Small Business Program. The SBLO duties and responsibilities include the following:

- Act as the program advocate for small business participation;
- Develop and maintain source lists of small and minority subcontractors and supplier;
- Inform and assist MSA buyers in locating and using appropriate SB concerns as sources of supply;
- Develop policies and procedures to promote MSA buyers structure procurement packages to permit SB concerns the maximum practicable opportunity to participate; ensure solicitations are structured to permit maximum SB participation;

- Identify elements of work or task orders that can be set aside for SB concerns;
- Participate in make-or-buy decisions and identify maximum practicable opportunities for SB;
- Review solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit small and minority business concern participation;
- Verify that proper documentation is provided by buyers if selection is not made to small business;
- Verify that subcontracts contain the flow-down clauses pertaining to SB concerns required by the prime contract, verify that lower-tier large business subcontracts submit small business plans when applicable, and monitor for compliance with those plans;
- Verify that appropriate Environmental, Safety, Health, & Quality requirements are flowed down to subcontracting plan and foster support and assist in development of seminars that cover P.L. 95-907;
- Mentor SBs currently under subcontract, enhancing their ability to provide timely, cost-effective quality services;
- Oversee implementation of established Mentor-Protégé Agreements;
- Monitor SB performance against established metrics;
- Maintain an effective outreach program by sponsoring and attending regional procurement conferences, business opportunity workshops, minority business enterprise seminars, trade fairs, match-making events and other one-on-one venues;
- Establish and maintain an MSA Small Business web site on the MSC-IMS portal where interested businesses can obtain information on up-coming solicitations and pre-qualification procedures;
- Maintain a good working relationship with Washington Small Business Administration representatives and the DOE-RL Small Business Program Manager;
- Coordinate contractor's activities prior to and during conduct of Federal agency compliance reviews;
- Participant in establishment of subcontract goals and monitor achievement of proposed goals;
- Conduct periodic reviews with the Project Manager and key staff to review progress toward achieving small business goals, and make program adjustments as necessary to meet goals;
- Prepare and submit semi-annual (Individual Subcontracting Report) and annual (Summary Subcontract Report) subcontract reports electronically using the Electronic Subcontract Reporting System (ESRS); and
- Prepare and forward to MSA parent organizations progress reports toward achievement of goals under the MSC program.

8.0 EFFORTS TO ENSURE OPPORTUNITIES FOR SMALL BUSINESS CONCERNS

We use proven approaches in utilizing our small and minority business partners in fulfilling project requirements. Our comprehensive small business strategy ensures that we provide small businesses the maximum practicable opportunity to participate in support of MSC. We will take the following steps to ensure maximum opportunity for small business:

- **Small Business Advocate:** MSA has established a dedicated individual to advocate for the small businesses looking for information on doing business with the MSA and assists prospective suppliers in completing vendor registration as well as SAM. In addition to providing them with other resources inside/outside the Hanford Site, MSA's Small Business Advocate participates in various outreach activities. MSA's Small Business Advocate assists the MSA buyers in selecting sources locally and regionally as well as establishing the correct NAICS for solicitations.
- **MSA Procurement Policy:** Issue and promulgate policy statements in support of this effort, developing written procedures, work instructions, and specific assignments in support of our small business program
- **Internal Training:** Train MSA personnel regarding support for small and minority business concerns. In light of the continuing changes in Federal legislation concerning SB programs, **it is essential to refresh** continuing education with current laws and implementing regulations. This training is available to all our subcontractor personnel.
- **Small Business Metrics:** We will take an active role in promoting small business within our own program environment. To keep our program personnel educated and focused on SB participation and performance, we will display *MSC SB Metrics* status in our program office.
- **Small Business Counseling:** Counsel and discuss procurement opportunities with representatives of small and minority business concerns; provide notice to such firms of penalties and remedies for misrepresentation of small business category status for the purpose of obtaining a subcontract that is to be included in a goal of the MSA Subcontracting Plan. Assist small business concerns by counseling them on how to do business with the MSA and allowing sufficient time for small businesses to respond to solicitations; where small business source lists are excessively long, make a reasonable effort to allow all small business concerns an opportunity to compete over a period of time
- **Make-or-Buy Decisions:** Provide adequate and timely consideration of small and minority business concerns in all make-or-buy decisions where applicable.
- **Local Small Business Participation:** At the conclusion of make-or-buy decisions, MSA will make every effort to target local small businesses for all solicitations for the Mission Support Contract where potential local sources are available.
- **Procurement Forecast:** We will maintain a procurement forecast against which we determine whether or not there are local/regional small business concerns available to support our requirements. Advanced planning is critical to identifying potential gaps and to take appropriate steps to identify additional vendors when necessary.

- **Subcontractor/Supplier Information Center:** MSA has established a *Subcontractor/Supplier Information Center* on the MSC-IMS web site to provide the local small business community immediate access to our SB organization, business opportunities and initiatives. The Subcontractor/Supplier Information Center is our written link to our SB teammates and the SB community providing valuable program information including includes procurement planning, forecasts and awards, active solicitations, registration for subcontracting opportunities, procurement forms and documents, training opportunities, points of contact, upcoming seminars and workshops and links to other websites.
- **Maintain Minority Business Source Lists:** Retain source lists of qualified potential small and minority business concerns compiled and updated utilizing the source identification system provided by the System for Award Management (SAM), National Minority Purchasing Council Vendor Information Services, and the Minority Business Development Agency in the Department of Commerce.
- **Procurement Initiatives:** MSA will utilize several special procurement processes to streamline procurement actions and enhance SB participation to include: 1) awarding ODCs and purchased services to local suppliers; 2) utilizing a robust purchase card program to improve the efficiency of its purchasing activities; 3) utilizing DOE-authorized preference programs including HUBZone, SDVOSB, Mentor-Protégé, and discretionary SB set-asides to direct awards to local SB at fair market prices; 4) issuing purchase orders using existing Basic Ordering Agreements (BOA) negotiated by the DOE Integrated Customer Purchasing Team and other Government-wide Acquisition Vehicles where applicable.
- **Outreach Initiatives:** Maintain an active outreach program by sponsoring and attending local/regional and national small and minority procurement conferences, seminars and trade fairs to locate additional qualified small business sources. MSA will continue our involvement in the local community by participating in development councils, and presentations to local organizations.
- **Small Business Advisory Council:** MSA will work with DOE and other site Prime Contractors to operate an effective Small Business Advisory Council for Hanford and the Tri-Cities, to strengthen Hanford's relationship with the community.
- **Small Business Training Series:** MSA will provide small business training series that emphasizes skills that enhance development and contribute to the ongoing success of the respective small businesses.
- **Mentor-Protégé Relationships:** MSA has completed six DOE-HQ approved formal Mentor Protégé Agreements for FY2010 through FY2017. As required, reports will be submitted to DOE-HQ and DOE-RL. As required, over the life of the program MSA has implemented a Mentor Protégé Agreements with a minimum of five (5) SB firms, giving preference to local, and at least one from each SB category.

9.0 SUBCONTRACTING PLAN FLOWDOWN

MSA will ensure that the clause as stated in FAR 52.219-8, "Utilization of Small Business Concerns," is in all subcontracts that offer further subcontracting opportunities. In addition, all subcontractors, except small business concerns, that receive subcontracts in excess of \$650,000 or in the case of a contract for the construction of any public

facility of \$1.5 million or more, must adopt and comply with a plan similar to the plan required by FAR 52-219.9, "Small Business subcontracting Plan."

10.0 PERIODIC REPORTS AND COOPERATION IN SURVEYS

MSA will: (i) cooperate in studies or surveys as may be required by the contracting agency or the Small Business Administration, (ii) submit periodic reports to determine the extent of the compliance of the MSA with the Subcontracting Plan, (iii) submit the Subcontracting Report for Individual Contracts (ISR) and the Summary Subcontracting Report (SSR), and (iv) ensure that our large business subcontractors agree to also submit ISR's and SSR's. All ISRs and SSRs reports will be reported electronically using the Electronic Subcontract Reporting System (ESRS).

11.0 MAINTENANCE OF RECORDS

MSA will maintain records, which will demonstrate procedures that have been adopted to comply with the requirements and goals set forth in this plan. These records include:

- Company source lists of potential suppliers/subcontractors who are qualified Small, Small Disadvantaged, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, and Women-Owned Business concerns. Such lists will be compiled and updated from company sources and the source identification system provided by the Small Business Administration's Central Contractor Registration Database and input derived from the customer:
- List of organizations contacted for Small, HubZone, Small Disadvantaged, Veteran-Owned Small Business, and Women-Owned Small Business concerns:
- Records on each subcontract solicitation resulting in an award of more than \$50,000 must reflect the following:
 - Whether a small business concern was solicited; and if not, why.
 - If applicable, the reasons for the failure of solicited small, HubZone Small, Small Disadvantaged, Veteran-Owned small business, Service-Disabled Veteran-Owned small business and Women-Owned small business to receive the subcontract award.
 - Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, contacts with business development organizations, and attendance at small and minority business procurement conferences and trade fairs.
 - Records to support internal activities to guide and encourage buyers through:
 - Workshops, seminars, training programs, incentive awards, or
 - Monitoring of activities subcontract award data including the name, address, and business size of each subcontractor.
- On a subcontract-by-subcontract basis, records to support subcontract award data including name and address of subcontractor and small business type.

12.0 SIGNATURE

Mission Support Alliance, LLC



Name: Amber Bush

Title: MSA Small Business Liaison Officer

PLAN UPDATE ACCEPTED BY:



Typed Name: Timothy E. Corbett

Title: Contracting Officer, Richland Operations Office

U.S. Department of Energy

HANFORD MISSION SUPPORT CONTRACT



ADVANCE UNDERSTANDING ON COST REVISION 9

REVISED OCTOBER 24, 2017

CHANGE HISTORY

Version	Date	Change Author	Change Summary
9.0	October 24, 2017	Ricky Churchman	Incorporate MSA and DOE agreement on the methodology to compute budget for the Annual Safety and Service Recognition programs
8.0	November 8, 2016	Robert Robertson	Incorporate MSA and DOE agreement on the methodology to compute allowable executive compensation
7.0	August 22, 2016	Robert Robertson	1) Remove the current language related to the "Use of Government Vehicles for Transportation Offsite (Personal Use) and add new language that reflects the criteria embodied in the referenced DOE letter 16-PRO-0127.
6.0	December 31, 2014	Ricky Churchman	Updated to incorporate: Retention as a part of the Hiring/Signing bonuses
5.1	August 26, 2014	Ricky Churchman	Updated to incorporate: Use of Government/Contractor Leased Vehicles for Offsite Transportation
5.0	November 1, 2013	Robert Robertson	Updated to incorporate: 1) Informational items for Volpentest HAMMER Training and Education Center 2) Rehabilitation supplies for emergency responders 3) Hanford Fire Department offsite fire emergency event support to others
4.0	March 14, 2013	Robert Robertson	Updated to incorporate February 26, 2013, Memorandum of Understanding - FY 2009-2011, Requests for Equitable Adjustment Fee Settlement
3.0	May 24, 2012	Ricky Churchman	Updated to incorporate Extended Assignments
2.3	April 20, 2010	Ricky Churchman	Updated to incorporate DOE comments
2.2	February 23, 2010	Ricky Churchman	Updated to incorporate DOE comments
2.1	November 6, 2009	Ricky Churchman	Updated to incorporate DOE comments
2.0	August 18, 2009	Robert Robertson	Added reference column to table.
1.0	July 23, 2009	Robert Robertson	Formal baseline version
0.1	July 21, 2009	Robert Robertson	Initial draft

1.0 INTRODUCTION

The Mission Support Alliance, LLC (MSA) will engage its initial members of the MSA LLC (Lockheed Martin Integrated Technology, LLC; Jacobs Engineering Group, Inc., and G4S [formerly WSI]), and various subcontractors in performance of the Mission Support Contract (MSC) mission.

In accordance with Section H.14 entitled, “Advanced Understanding on Cost,” this attachment sets forth the basis for determining the allowability of costs associated with expenditures that have cost implications under the Contract, that are not identified in other documents requiring the review and approval of the Contracting Officer. Unless a date is provided within an item of cost identified below, all items within this table are considered to be applicable for the three contract periods defined in Section F, “Period of Performance.” This will be a living document that will be changed according to contract or regulatory changes or interpretations throughout the period of performance, as necessary, by the Contracting Officer.

2.0 PURPOSE

To set forth in accordance with Section H.14 of the U.S. Department of Energy Contract DE-AC06-09RL14728 an ADVANCE UNDERSTANDING ON COST.

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Purchasing from Contractor-Affiliated Sources	Y	Support to and from Corporate Affiliates: The contractor may provide intermittent support to and receive intermittent support from corporate affiliates on a full cost recovery basis without fee subject to the conditions specified elsewhere in the contract in clause B.11, "Allowability of Subcontractor Fee," and H.39, "Parent Organization Support Plan."	—	31.205-26	—	970.4402-3
Limited Personal Use of Government Office Equipment Including Information Technology	Y	Non-interfering use (i.e., use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as from employees use in performing work related educational activities is allowable. DOE Order 203.1	—	—	—	—
Employee Annual Safety Recognition	Y	An amount of no more than \$35 per person per year is considered reasonable to recognize and foster a safety culture. Costs incurred for safety recognition are also subject to receipt and Contracting Officer approval of an Annual Safety Recognition Plan and subject to the cost principles and limitations on allowability set forth in the <i>Federal Acquisition Regulation</i> (FAR) (e.g., entertainment costs, costs of alcoholic beverages, etc.). The budget is established by using headcount from the most current Force Report and an estimated headcount for the employees in the Contracted Labor Time Recording (CLTR) system. The total headcount is then multiplied by the established budget number of \$35 per head. Headcount will be reviewed on a quarterly basis and adjusted accordingly.	Correspondence No. 1705080A/DOE-RL: 18-PSD-0003; dated 10/23/2017	31.205-6(f)	—	—
Beryllium Testing/Travel and Assistance	Y	Costs associated with testing expenses, such as travel for the individual being tested and the individual required to provide travel assistance, will be allowable to the extent the costs are in accordance with approved travel policies and Federal Travel Regulations (FTR). However, if an employee has an accepted workers' compensation claim for the injury/illness, then all associated costs must be completely and accurately reported through the workers' compensation claim by means of RL's Third Party Administrator contractor.	—	31.205-6	—	—

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Hiring/Signing/Retention Bonuses	Y	Beginning in the base period, hiring/signing/retention bonuses not to exceed \$200,000 total payments in any government fiscal year beginning October 1, associated with recruiting and retaining management and certain technical personnel are allowable.	Correspondence No. 1405400A DOE-RL: 15-AMB-0005; dated 12/17/14	31.205-6	—	—
Employee Service Recognition and Employee Morale, Health and Wellness	Y	MSA has established an amount not to exceed \$50 per person per year. This amount is considered reasonable for employee service recognition and employee morale, health and wellness. However, costs incurred for employee service recognition and employee morale, health and wellness are subject to receipt and Contracting Officer approval of an annual Employee Service Recognition and Employee Morale, Health and Wellness Plan and subject to the cost principles and limitations on allowability set forth in the FAR (e.g., entertainment costs, costs of alcoholic beverages, etc.). The budget is established by using headcount from the most current Force Report and an estimated headcount for the employees in the Contracted Labor Time Recording (CLTR) system. The total headcount is then multiplied by the established budget number of \$50 per head. Headcount will be reviewed on a quarterly basis and adjusted accordingly.	Correspondence No. 1705080A/DOE-RL: 18-PSD-0003; dated 10/23/2017	31.205-13	—	—
Public Relations and Advertising Cost	Y	Allowability is limited to public relations costs related to the MSC, community relations, and general public information, in accordance with FAR 31.205-1 paragraph (e)(2).	—	31.205-1	—	—
Business Cards	Y	Allowability is limited to supervisors and above except for Procurement personnel having routine contact with offsite vendors and Human Resource/ Communication personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.	—	31.201-3	—	—
Community Services Activities	Y	In accordance with FAR 31.205-1 paragraph (e)(3), cost of participation in company-sponsored community services (e.g., blood bank drives, charity drives, savings bond drives) is allowable. Anticipated costs are limited to participation and use of Government equipment and facilities on a non-interfering basis.	—	31.205-1	—	—

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Domestic Personnel Extended Assignments	Y	As of June 1, 2012, for personnel on extended travel more than 30 days, reimbursement of lodging/other subsidies will be limited to actual expenses, and together with other subsidies, the total will not exceed 55% of the Federal per diem rate; MSA will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for employees on domestic extended personnel assignments after 3 years.	MSC-RD-10956	31-205-35, 31-205-46		DOE M 552.1-1A
Material Cost Associated with Worker Safety	Y	<ul style="list-style-type: none"> • Winter protective clothing such as coats, jackets, vests, hoods, sweatshirts, long underwear, stocking caps, and coveralls is an allowable expense for field workers. • Bottled water and electrolyte solutions or supplements are allowable expenses for workers performing duties in adverse conditions. • Bottled water where potable water is not available is an allowable expense. • Personnel Protective Equipment (PPE) such as safety shoes including orthotics, safety glasses, gloves, ear protection, etc., as delineated in the contractor's PPE procedure is allowable. • Water sediment filter systems to filter potable water where it is not practicable to replace aging infrastructure is allowable. 	—	31.205-26	—	—
Insurance and Indemnification	Y	Insurance required by contract is allowable. If commercial insurance will be used, the Contractor will provide analysis of commercial versus the DOE's Retrospective Insurance Program in accordance with DOE Acquisition Guide, Chapter 70.28, "Contractor Insurance," by June 30 of each year of contract performance.	I.133	31.205-19	—	952.231-71
Travel and Relocation	Y	Travel and relocation shall be in accordance with the MSA travel and relocation policies subject to the allowability provision of the MSC and the FTR. The travel cost of individuals on temporary assignment returning home every 4 weeks is allowable.	—	31.205-35, 31.205-46	—	970.3102-05-46

Areas of Cost -Description	Allowable Y/N		Reference											
			MSC	FAR	CAS	DEAR								
Signage	Y	Signage cost incurred as a result of the change in contractors shall be an allowable cost. This cost is recognized as ordinary and necessary for the conduct of the Contractor's business.	—	31.201-3	—	—								
FY 2009-2011 Requests for Equitable Adjustment (REAs) Fee Settlement	Y	<p>DOE Fee settlement for FY 2009-2011 REAs is listed below:</p> <table border="1"> <thead> <tr> <th>Fiscal Year</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>2013</td> <td>\$ 3,590,396</td> </tr> <tr> <td>2014</td> <td>\$ 700,000</td> </tr> <tr> <td>Total</td> <td>\$ 4,290,396</td> </tr> </tbody> </table>	Fiscal Year	Total	2013	\$ 3,590,396	2014	\$ 700,000	Total	\$ 4,290,396	H.39 & DOE /MSA MOU-FY9-11 REAs Fee dated February 26, 2013			
Fiscal Year	Total													
2013	\$ 3,590,396													
2014	\$ 700,000													
Total	\$ 4,290,396													
Volpentest HAMMER Training and Educational Center (HAMMER) Informational Videos	Y	Development of HAMMER informational videos for prospective program areas. Total expenditures not to exceed (NTE) \$5,000 annually.	C.2.1.2- Background C.2.1.2- General Scope and Outcome C.2.1.2- HAMMER Facility Management and Operations	31-205-1(d)(1)										

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Rehabilitation supplies in support of Hanford Fire Department (HFD) Emergency Response Activities	Y	The cost of providing rehabilitation supplies (food and hydration) to Hanford Fire Department (HFD) emergency responders during an unplanned emergency (onsite or offsite) may be allowable. The cost of rehabilitation supplies (food and hydration) provided to each emergency responder is limited to one meal for every six hours of work regardless of event duration, and is allowable only to the extent that: (1) minimum rehabilitation supplies (i.e., Meals, Ready-to-Eat [MREs]) on hand have been fully expended; and (2) responders are required as a consequence of the unplanned emergency to remain at work beyond their scheduled shift without any opportunity to leave the Site and return to work. Each meal shall cost no more than what is allowable on the GSA rate schedule. A separate charge number shall be established for each unplanned emergency event. Rehabilitation support to emergency responders is limited to firefighters and Emergency Operations Center personnel. The cost of stocking and maintaining the minimum rehabilitation supplies to meet the Washington State Fire Mobilization Guidelines is also allowable. The MSA HFD Standard Operating Guideline, Appendices A and B, shall reflect the rehabilitation procurement practices hereto agreed to with the DOE in the advanced understanding of cost.	Section J, Mod 191 29 CFR 1910.146 CRD O 420.1B— Appendices “A” & “B” of the HFD Standard Operating Guideline	31.201-3 31.201-4		

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Hanford Fire Department Offsite Fire Emergency Event Support to Others	Y	The cost of the HFD support of offsite fire emergency events will be accumulated in unallowable accounts and billed to sponsoring entity in accordance with the reimbursement standards established by the applicable cooperative agreement. Once the credits are received, any remaining balance will be charged to the Mission Support Contract provided MSA billed the sponsoring entity in an appropriate and timely manner. The MSA HFD Standard Operating Guideline, Appendices A and B, shall reflect the practices hereto agreed to with the DOE in the advanced understanding of cost.	Section J, Mod 191 29 CFR 1910.146 CRD O 420.1B— Appendices "A" & "B" of the HFD Standard Operating Guideline	31.201-3 31.201-4		

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Use of Government or Contractor Leased Vehicles for Transportation Offsite (Personal Use)	Y	<p>A government vehicle (contractor leased vehicles are not allowed) will be provided for transportation offsite to impacted employees only for “extenuating circumstances” which include the following:</p> <ul style="list-style-type: none"> • Use related to safety or security operations • Use related to compelling operational considerations • Use determined as cost-effective to DOE’s interest. <p>The use of a government vehicle to transport an employee from home to work is not authorized. The use of a government vehicle is for drop off only and must be returned directly back to the Federal facility. Justification will specify the particular nature of the extenuating circumstance. Convenience of the employee receiving the service is not a basis for the exception. MSA will provide the following documentation for each trip on a monthly basis:</p> <ul style="list-style-type: none"> • Name and Title of the employee • Reason of the use • Duration <p>MSA will ensure that usage is restricted to unplanned and unplannable overtime for employees with no ability to arrange for their own transportation. Usage will be restricted to 40 uses of the service per fiscal year for all Hanford contractors.</p>	DOE Motor Vehicle Management Handbook Chapter 5; MSC-PRO-57561 Use of Government Vehicles for Transportation Offsite; 41 CFR 109-38.301-1.50(b)	FAR 31.205-46(d) FAR 31.205-6(m)(2)		
Allowable Executive Compensation	Y	MSA and RL reached an acceptable methodology to compute allowable executive compensation that is embodied in the reference documents	DOE RL 15-FIN-0101 dated August 26, 2015 and MSA 1502842 dated July 1, 2015			

- CAS = Cost Accounting Standard.
- DEAR = Department of Energy Acquisition Regulation.
- DOE = U.S. Department of Energy.
- FAR = *Federal Acquisition Regulation.*
- FTR = Federal Travel Regulation.
- MSC = Mission Support Contract.
- POSP = Parent Organization Support Plan.
- REA = Request for Equitable Adjustment