

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. 810	3. EFFECTIVE DATE See block 16 c.	4. REQUISITION/PURCHASE REQ. NO. <b>NA27344</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	CO	DE
U.S. Department of Energy/NNSA SC M&O Contract Support Division P.O. Box 5400 Albuquerque, NM 87185-5400		U.S. Department of Energy/NNSA Livermore Site Office M/S L-293 7000 East Avenue Livermore, CA 94550		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
Lawrence Livermore National Security, LLC Lawrence Livermore National Laboratory M/S L-019 7000 East Avenue Livermore, CA 94550				
		9B. DATED (SEE ITEM 11)		
		<b>X</b> 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC52-07NA27344		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	May 8, 2007		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
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).				
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Clause H-19 Modification Authority, Clause I-120 Changes, and Mutual Agreement</b>			
	D. OTHER (Specify type of modification and authority)			
<b>E. IMPORTANT:</b> Contractor <u>  </u> is not, <u>  X  </u> is required to sign this document and return <u>  1  </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Joseph E (Trey) Johnston, Director, Prime Contract Office Lawrence Livermore National Security, LLC</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Vincent Chua, Contracting Officer U.S. Department of Energy/NNSA</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		By	(Signature of Contracting Officer)	
<b>30-105</b>		<b>FORM 30</b>		<b>STANDARD</b>

**A. PURPOSE:**

The purpose of this modification is to update clause H-35 para (d)(6) Benefit Evaluations per HCA memo titled "Contractor Benefit Value Study and Benefit Cost Study Requirements" dated 5/4/22; update Part III, Section J, Appendix A Personnel Appendix by adding section (f) Transitioning Military Skills Program (TMSP); and update Part III, Section J, Appendix G

**B. CHANGES TO THE CONTRACT**

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

1. Part I, Section H, Clause H-35, Workforce Transition, Contractor Compensation, Benefits and Pension, paragraph (d)(6) Benefit Evaluations
  - (d)(6)(ii) The RBVI shall be an actuarial calculation of the relative value of the benefit programs offered by the Contractor calculated for non-bargaining employees and measured against the average value of benefit programs offered by at least 15 comparator companies and/or institutions that the Contractor competes against for recruitment and retention of employees, and that are approved in advance and in writing by the Contracting Officer as a bona fide comparator group. Any Contractor defined benefit pension plans and post-retirement benefit plans, closed to new entrants, do not have to be included in the RBVI measurement. The Contractor shall submit for Contracting Officer approval the RBVI methodology.
  - (d)(6)(iii) The Cost Comparison shall analyze the Contractor's aggregate employee benefit costs on a per capita basis per full time equivalent for Paid Leave, Life Insurance, Disability Insurance, and Retirement and Savings, Health Insurance, and Death Benefits for non-bargaining employees. Any Contractor defined benefit pension plans and post-retirement benefit plans, closed to new entrants, do not have to be included in the Benefit Cost Comparison. The Cost Comparison shall analyze aggregate employee benefit costs as a percent of the Employee payroll. All costs shall be compared to the findings of a nationally recognized survey approved in advance and in writing by the Contracting Officer.
  - (d)(6)(iv) Costs for a market-based Benefits Plan for non-bargaining employees will be allowable when the Contractor's total benefit RBVI does not exceed the market average total benefit RBVI by more than five percent and the total benefit costs as a percent of payroll do not exceed the comparator group by more than five percent.
- (I) When the total RBVI and/or Cost Comparison exceed the comparator group by more than 5 percent and when requested by the Contracting Officer, the Contractor may be required to submit for approval corrective action plans, including a timeline, to achieve a market average RBVI or for the cost study an average per capita cost as a percent of payroll not to exceed the comparator group by more than 5 percent.
- (II) When the Cost Comparison exceeds the comparator group by more than 5%, the Contractor shall submit an analysis to determine the particular benefits that have driven the per capita costs in excess of 105% of the comparator group's benchmark. Based on this analysis, the Contracting Officer will determine whether a corrective action plan is necessary and the specified period of time.

2. Part III, Section J, Appendix A, Personnel Appendix; Section XIV – Special Programs

(f) Transitioning Military Skills Program (TMSP) The Laboratory may approve the assignment of certain selected individuals that are transitioning from military service through DoD programs to include but not limited to SkillBridge and Careers Skills Program. The TMSP is an opportunity for Service members to gain valuable civilian work experience through specific industry internships during the last 180 days of service. The Laboratory will have the opportunity to access the military workforce at no cost with no obligation to hire candidates upon completion of the internship. Service members participating in the program receive their military compensation and benefits. LLNS would provide the non-employee training and work experience.

3. Part III, Section J, Appendix G, List of Applicable Directives are revised as follows:

A table summarizing the changes can be found below. Supporting information is attached.

<b>DOE Directive</b>	<b>Change</b>
DOE O 471.7 Controlled Unclassified Information dated 2/3/2022	Added
DOE O 473.1A Physical Protection Program dated 8/31/2021	Added
DOE O 473.2A Protective Force Operations dated 8/30/2021	Added

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