

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

0903

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

893037

7. ADMINISTERED BY (If other than Item 6)

CODE

00901

Savannah River Operations Office
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAVANNAH RIVER NUCLEAR SOLUTIONS LLC
Attn: James W. Johnson, Jr.
203 LAURENS ST SW
AIKEN SC 29801

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC09-08SR22470

10B. DATED (SEE ITEM 13)

01/10/2008

CODE 798861048

FACILITY CODE

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5243-1 Changes (DEC 2000)

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.)

A. The purpose of this modification is to incorporate Clause H.72, Contractor Indemnification Under Public Law 85-804 (Apr 1984) Alternate I (1984) into Contract No. DE-AC09-08SR22470, Clause H.72 is hereby incorporated as set forth on pages 2-3 herein.

B. All other terms and conditions remain unchanged.

Payment:

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) James W. Johnson, Jr. Senior Director Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin A. Speering
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/21/20
15B. CONTRACTOR/OFFEROR (Signature of Contracting Officer)	15C. DATE SIGNED 04/23/20

Previous edition unusable

H.72 Indemnification Under Public Law 85-804 (Apr 1984) Alternate I (1984)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C. 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against-

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for-

(1) Government claims against the Contractor (other than those arising through subrogation); or

(2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall-

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are-

(1) Excepted from the release required under this contract's clause relating to allowable cost; and

(2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

(j) Participation in tasks or activities by the Contractor or its subcontractors on or after March 13, 2020 through June 30, 2020 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration, including work for others, as an element of activities taken now and through June 30, 2020 in response to COVID-19, including but not limited to efforts to test for the presence of COVID-19, to provide equipment and resources to address COVID-19, and to develop treatments and vaccines for COVID-19, to the extent the task or activity is not exempt from liability under the Public Readiness and Emergency Preparedness Act (PREP Act) or other law, or the exemption under the PREP Act or other law is limited in scope or amount which is not sufficient to provide complete protection against the liability to which the contractor is exposed.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0904	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470	
		10B. DATED (SEE ITEM 13) 01/10/2008	
CODE 798861048	FACILITY CODE	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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) DEAR 970.5243-1 Changes (DEC 2000)

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)
A. The purpose of this modification is to incorporate Clause H.73, COVID-19 3610 "Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state" into Contract No. DE-AC09-08SR22470. Clause H.73, COVID-19 3610 is hereby incorporated as set forth on page 2 herein.

B. All other terms and conditions remain unchanged.
Payment:

15A. NAME AND TITLE OF SIGNER (Type or print) James W. Johnson, Jr. Senior Director Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin A. Speering	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/21/2020	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 04/23/2020

COVID-19 3610

H.73 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state.

(a) The Contractor may submit for reimbursement and the Government will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if-

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID-19.

(2) The costs are incurred from January 31, 2020 through September 30, 2020.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement-

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

(2) Its request reflects or will reflect as soon as known all applicable credits, including

(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127;
and

(ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

(End of clause)

2. AMENDMENT/MODIFICATION NO. 0905	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 20EM001263	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED (SEE ITEM 13) 01/10/2008

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNT NG AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$3,368,685.00
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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 MODIF ED TO REFLECT THE ADM NISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH N ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5232-4 Obligation of Funds (2000)

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

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

A. The purpose of this modification is to obligate funds to CLIN 0001, (Reimbursable Work for Other Federal Agency) in accordance with SRNS FINPLAN No. 72 for FY 2020, as cited below:

- 1) Department of Defense \$1,668,685.00
- 2) Department of Justice \$1,700,000.00

The total amount obligated is \$3,368,685.00 thereby increasing it from \$12,258,522,966.65 to \$12,261,891,651.65.

B. As a result of this modification, Part I - Schedule, Section B, Supplies or Services and 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)	16A. NAME AND TITLE OF CONTRACT NG OFFICER (Type or print) Justin A. Speering
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC09-08SR22470/0905

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2 2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Price/Cost, paragraph B, entitled "Obligation of Funds," is hereby revised to increase the total amount of funds obligated to the contract from \$13,656,347,496.82 to \$13,659,716,181.82.</p> <p>C. The contract estimated value and all other terms and conditions remain unchanged. Payment:</p>				

2. AMENDMENT/MODIFICATION NO. 0906	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 20EM001263	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED (SEE ITEM 13) 01/10/2008
CODE 798861048	FACILITY CODE	

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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) Net Increase: \$83,822,579.71
See Schedule

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5232-4 Obligation of Funds (2000)

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

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

A. The purpose of this modification is to obligate funds to CLIN 0001, (Department of Energy (DOE)) in accordance with SRNS FINPLAN No. 72 for FY 2020. Funds in the amount of \$83,822,579.71 are hereby obligated to CLIN 0001, thereby increasing it from \$12,261,891,651.65 to \$12,345,714,231.36.

B. As a result of this modification, Part I - Schedule, Section B, Supplies or Services and Price/Cost, paragraph B, entitled "Obligation of Funds," is hereby revised to increase the total amount of funds obligated to the contract from \$13,659,716,181.82 to \$13,743,538,761.53.

C. The contract estimated value and all other terms and conditions remain unchanged
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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin A. Speering
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC09-08SR22470/0906

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2 2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment:				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0907	See Block 16C	20EM001263	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	893037	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		01/10/2008
798861048			

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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) Net Increase: \$341,704.38
See Schedule

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5232-4 Obligation of Funds (2000)

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

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

A. The purpose of this modification is to obligate funds to CLIN 0001, (Reimbursable Work Commercial(Non-Appropriated funds))in accordance with SRNS FINPLAN No. 72 for FY 2020. Funds in the amount of \$341,704.38 are hereby obligated to CLIN 0001, thereby increasing it from \$12,345,714,231.36 to \$12,346,055,935.74.

B. As a result of this modification, Part I - Schedule, Section B, Supplies or Services and Price/Cost, paragraph B, entitled "Obligation of Funds," is hereby revised to increase the total amount of funds obligated to the contract from \$13,743,538,761.53 to \$13,743,880,465.91.

C. The contract estimated value and all other terms and conditions remain unchanged

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Justin A. Speering	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC09-08SR22470/0907

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NOTE: FOR GOVERNMENT REPORTING OF FPDS FROM STARS TO USA SPENDING - The Total Obligated amount of \$13,743,880,465.91 includes an obligation of \$341,704.38 of Non-Appropriated funds. The total amount of Non-Appropriated funds is increased by \$341,704.38 for a cumulative total of \$2,077,933.07 to-date for FY 2020. Payment:</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

0908

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

893037

7. ADMINISTERED BY (If other than Item 6)

CODE

00901

Savannah River Operations Office
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAVANNAH RIVER NUCLEAR SOLUTIONS LLC
Attn: James W. Johnson, Jr.
203 LAURENS ST SW
AIKEN SC 29801

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC09-08SR22470

10B. DATED (SEE ITEM 13)

01/10/2008

CODE 798861048

FACILITY CODE

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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 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: Section B-2.3(b) of the contract
	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.)

See Pages 2-3

Payment:

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Justin A. Speering	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File	
		(Signature of Contracting Officer)	

Previous edition unusable

SF30 Block 14

A. The purpose of this modification is to definitize Request for Equitable Adjustment (REA) based on the letter, SRNS-F2000-2019-00034, Savannah River M&O Contract DE-AC09-08SR22470; *Submittal of Fee Proposal for MOX Transition and Pit Production Design Work*, dated February 13, 2019, as supplemented on May 7, 2019 (revised fee percentage) and letter, SRNS-F2000-2019-00243, *Savannah River M&O Contract DE-AC09-08SR22470; Change Proposal for MOX Transition and Pit Production Design Work*, dated September 20, 2019 (revised fee base).

B. Section B, Supplies or Services and Prices/Costs, Paragraph B-2.3 (a) is modified to add the following paragraph B-2.3 (a) (2):

National Nuclear Security Administration (NNSA) MOX Termination and Transition and Proposed Savannah River Plutonium Processing Facility (SRPPF) work for the performance period October 1, 2018 through July 31, 2019. The negotiated fee base associated with this work is \$42,982,601. The negotiated fixed fee for this work is \$1,751,066. The breakdown of this fee/fee base is:

Program	B&R	Fee Base	Fixed Fee
MOX Termination and Transition	39DN00101	\$22,157,685.00	\$ 902,680.80
Proposed SRPPF	MB0502	\$20,824,916.00	\$ 848,385.20
Total		\$42,982,601.00	\$ 1,751,066.00

All fee (and adjusted fee base) related to the MOX Termination and Transition and the Proposed SRPPF work performed under this contract after July 31, 2019 has been included in the contract extension modification number 0857.

C. Contract Section C, Statement of Work, is revised and appended as follows:

(1) Section C-3.3 (b) (2) is changed to read as follows:

(2) Mixed Oxide Fuel Fabrication Facility (MFFF): The MFFF was to be used to manufacture MOX fuel assemblies for use in commercial nuclear power reactors. For the MFFF and MOX program, the Contractor was to provide Title II and Title III Engineering Support with some regulatory and site interface support work. However, on November 15, 2018 DOE Terminated Contract No. DE-AC02-99CH10888 and will no longer pursue the MFFF approach.

From October 10, 2018 through March 31, 2019, the M&O contractor is to take the necessary actions to assume responsibility of the MOX Complex Area as a result of the termination of Contract No. DE-AC02-99CH10888. This includes compliance reviews, property inventory and inspections, and subsuming required subcontracts. As of April 1, 2019, the M&O contractor will continue minimum necessary operations and maintenance activities for MFFF Government property including the management and disposition of temporary facilities, inventories of equipment, materials, documents, and records; and initiate project closure activities in accordance with DOE O 413.3B.

(2) Section C-3.3 is modified to add the following paragraph Section C-3.3 (d):

(d) Proposed Savannah River Plutonium Processing Facility (SRPPF):

The SRPPF project will include design, procurement, construction and startup of plutonium pit processing, process support equipment, and balance of plant systems necessary for the SRPPF to produce War Reserve plutonium pits. The project will also include demolition and removal of the process equipment and utility commodities intended for fuel fabrication previously installed in the existing Mixed Oxide Fuel Fabrication Facility (MFFF) concrete structure, 226-F. The transition of building 226-F and supporting project infrastructure/equipment will include the turnover of all necessary design and quality documentation, along with stewardship of the transitioned property.

The cornerstone of the SRPPF project is the repurposing of the partially completed robust concrete structure, building 226-F, using existing former MFFF support facilities to the maximum extent and building additional facilities as required.

From October 2018 to July 2019, the SRPPF project was initiated. A project team was formed and staffed, an estimate and schedule for delivery of CD-1 was submitted, conceptual design for process equipment and balance of plant systems was begun, critical project management documents required by DOE Order 413.3B, such as the safety basis strategy and functional operating requirements were started, and an implementation plan for the NNSA Program Requirements Document (PRD) was developed. This level of activity supported the accelerated project completion date required by NNSA of 2025 and full production of pits by 2030.

D. Contractor's Statement of Release:

In consideration of the Modification 908 agreed to herein as complete equitable adjustments for the Contractor's request for equitable adjustment entitled SRNS-F2000-2019-00034, *Savannah River M&O Contract DE-AC09-08SR22470; Submittal of Fee Proposal for MOX Transition and Pit Production Design Work*, dated February 13, 2019, as supplemented on May 7, 2019 (revised fee percentage) and letter, SRNS-F2000-2019-00243, *Savannah River M&O Contract DE-AC09-08SR22470; Change Proposal for MOX Transition and Pit Production Design Work*, dated September 20, 2019 (revised fee base), 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 the changes as noted in the modification.

E. All other terms and conditions remain unchanged.

2. AMENDMENT/MODIFICATION NO. 0909	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED (SEE ITEM 13) 01/10/2008
CODE 798861048	FACILITY CODE	

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Section I, DEAR 970.5211-1 Work Authorization (May 2007)

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

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

A. The purpose of this modification is to incorporate eleven (11) contract work authorizations reference Fiscal Year 2020 SRNS Financial Plan Number 72. Accordingly, the following applies:

- 1) AT/SR58/20, Rev 0, Fusion Energy Sciences (see attachment 1-A)
- 2) ET20014-20, Rev 5, Energy and Threat (see attachment 1-B)
- 3) ET20027-20, Rev 7, Energy and Threat (see attachment 1-C)
- 4) HQ091805-20, Rev 1, National Laboratory Mission Support and Technical Assistance/Services (see attachment 1-D)
- 5) HS0101000SR-20, Rev 0, Energy Employees Occupational Illness Compensation Program (see attachment 1-E)

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin A. Speering
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 05/04/2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC09-08SR22470/0909

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6)PC410003-20, Rev 0, Packaging and Certification Program(see attachment 1-F) 7)RD-410003-20, Rev 1, Advanced Grid Research and Development(see attachment 1-G) 8)SFWD-20, Rev 3, Spent Fuel and Waste Disposition(see attachment 1-H) 9)SL-410003-20, Rev 0, Solar Energy(see attachment 1-I) 10)SRNL-031916-20, Rev 0,Program Support(see attachment 1-J) 11)SRNL-031916-20, Rev 1,Program Support(see attachment 1-K)</p> <p>Funds were previously allocated by separate modification; reference SRNS Financial Plan Numbers 72 for FY 2020.</p> <p>B. This modification formally incorporates the above referenced contract work authorizations as part of the contract. As stated under DEAR 970.5211-1 Work Authorization (May 2007), paragraph (b), the work authorization, whether issued bilaterally or unilaterally shall become a part of the contract.</p> <p>Note: See the Contract Work Authorization for date approved by the Contracting Officer.</p> <p>C. The contract estimated value and all other terms and conditions remain unchanged. Payment:</p>				

2. AMENDMENT/MODIFICATION NO. 0910	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED (SEE ITEM 13) 01/10/2008
CODE 798861048	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 970.5243-1 Changes (DEC 2000)

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.)

A. The purpose of this modification is to incorporate the attached Advance Agreement Related to Impacts Resulting from Partial Stop Work Order (nonportable work only) associated with the coronavirus epidemic impacts at Savannah River Site. This Advance Agreement is added to Section J, List of Attachments, Appendix Q.

B. All other terms and conditions remain unchanged.
Payment:

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin A. Speering
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 05/07/2020