

2. AMENDMENT/MODIFICATION NO. 0605	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505
		10B. DATED (SEE ITEM 13) 12/08/2008
CODE 808376193	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 Net Increase: \$132,844,708.00

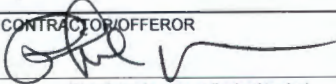

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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 B.2 of the Contract and FAR 52.232-22 Limitation of Funds (APR 1984)

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 4-5.  
 Account code: 39EY87 Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225  
 Object Class 32001 Program 1111672 Project 0004624 WFO 0000000 Local Use 0000000  
 Quantity: 0 Amount: \$7,898,708.00 Percent: 5.46301 Subject To Funding: N Payment Address:  
  
 Account code: EY874814L Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225  
 Object Class 25102 Program 1111670 Project 0004624 WFO 0000000 Local Use 0000000  
 Quantity: 0 Amount: \$500,000.00 Percent: .34582 Subject To Funding: N Payment Address:  
  
 Account code: 39EY87 Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225  
 Object Class 32001 Program 1111694 Project 0004655 WFO 0000000 Local Use 0000000  
 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) Philip J. Breidenbach President and Project Manager	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia T. Strowbridge
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/20/2020
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/21/2020

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC09-09SR22505/0605

PAGE OF  
2 5

NAME OF OFFEROR OR CONTRACTOR  
SAVANNAH RIVER REMEDIATION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: \$3,496,000.00 Percent: 3.8913 Subject To Funding: N Payment Address:  Account code: 39EY87 Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 32001 Program 1111694 Project 0004655 WFO 0000000 Local Use 0410250 Quantity: 0 Amount: \$450,000.00 Percent: .50088 Subject To Funding: N Payment Address:  Account code: EY874814N Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 25102 Program 1111723 Project 0004720 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$250,000.00 Percent: .27827 Subject To Funding: N Payment Address:  Account code: EY874814M Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 25102 Program 1111703 Project 0004655 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$500,000.00 Percent: .55654 Subject To Funding: N Payment Address:  Account code: EY874814I Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 25102 Program 1111528 Project 0001764 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$75,000.00 Percent: 1.33498 Subject To Funding: N Payment Address:  Account code: EY874814I Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 25102 Program 1111528 Project 0001764 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$775,000.00 Percent: 7.83388 Subject To Funding: N Payment Address:  Account code: EY874814I Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 25102 Program 1111528 Project 0001764 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$64,150,000.00 Percent: 1.97111 Subject To Funding: N Payment Address:  Account code: EY874814H Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225 Object Class 25102 Program 1111503 Project 0004375 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$46,000,000.00 Percent: Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC09-09SR22505/0605

PAGE OF  
3 5

NAME OF OFFEROR OR CONTRACTOR  
SAVANNAH RIVER REMEDIATION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1.41342 Subject To Funding: N Payment Address:</p> <p>Account code: EY874814K Fund 01250 Appr Year 2021                      Allottee 36 Reporting Entity 410225                      Object Class 25102 Program 1111506 Project                      0004378 WFO 0000000 Local Use 0000000                      Quantity: 0 Amount: \$8,750,000.00 Percent: .26886                      Subject To Funding: N Payment Address:</p> <p>Payment:</p>				

**SF30 Block 14**

- A. The purpose of this modification is to authorize the contractor to perform pre-priced **CLIN 00011 Implement NGS at SWPF – Phase 2 Chemical Procurements and CLIN 00012 SWPF Transition to Liquid Waste – Phase 2 Long Lead Materials & Equipment** and obligate funds to the contract as follows:
- B. Funds in the amount of \$118,900,000 are hereby obligated to CLIN 00002, increasing it from \$2,602,164,024.69 to \$2,721,064,024.69.
- C. Funds in the amount of \$8,398,708.00 are hereby obligated to CLIN 00007, increasing it from \$121,990,420.00 to \$130,389,128.00.
- D. Funds in the amount of \$4,696,000.00 are hereby obligated to CLIN 00008, increasing it from \$32,446,000.00 to \$37,142,000.00.
- E. Funds in the amount of \$75,000.00 are hereby obligated to CLIN 00011, increasing it from \$0.00 to \$75,000.00.
- F. Funds in the amount of \$775,000.00 are hereby obligated to CLIN 00012, increasing it from \$0.00 to \$775,000.00.
- G. Paragraph B.4 entitled, “Limitation of Funds” is hereby revised to increase the total amount of funds obligated to the contract by \$132,844,708.00, changing it **FROM:** \$5,804,166,166.90 **TO:** \$5,937,010,874.90. The total obligated amount of \$5,937,010,874.90 is allocated as follows:

CLIN 00001	\$2,765,033,072.42
CLIN 00002	\$2,721,064,024.69
CLIN 00004	\$199,684,830.70
CLIN 00005	\$18,107,750.71
CLIN 00006	\$64,740,068.38
CLIN 00007	\$130,389,128.00
CLIN 00008	\$37,142,000.00
CLIN 00011	\$75,000.00
CLIN 00012	\$775,000.00

H. All other terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 0606	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 808376193 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505	
		10B. DATED (SEE ITEM 13) 12/08/2008	

**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. ACCOUNTING AND APPROPRIATION DATA (If required)**

No change in accounting and appropriation data.

**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) Mutual Agreement of the Parties

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

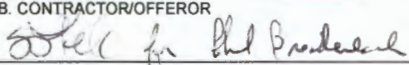

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. The purpose of this modification is to incorporate a revised Clause H.67, 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 the contract.

B. Clause H.67, 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, is hereby deleted in its entirety and is replaced by the attached, revised Clause H.67, 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.

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) Philip J. Breidenbach President and Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia T. Strowbridge	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/12/2020	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/13/2020

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC09-09SR22505/0606

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
SAVANNAH RIVER REMEDIATION LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	C. All other terms and conditions remain unchanged. Payment:				

**H.67 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**

- (a) The Contractor may submit for reimbursement and the Government (without requiring consideration but precluding additional fee) 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 December 11, 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.



2. AMENDMENT/MODIFICATION NO. 0607	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505
		10B. DATED (SEE ITEM 13) 12/08/2008

**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. ACCOUNTING AND APPROPRIATION DATA (If required)  
No change in accounting and appropriation data.

**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 H.22 Wage Determination Rates

**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 U.S. Department of Labor (DOL) Wage/General Decision No. 20200002 Revision 2, dated 8/14/2020, which is attached hereto.

B. The attached DOL Wage Determination supersedes DOL Wage Determination/General Decision No. SC20200002 Revision 1, dated 3/13/2020.

C. 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) Cynthia T. Strowbridge
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)	 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 10/06/2020

"General Decision Number: SC20200002 08/14/2020

Superseded General Decision Number: SC20190002

State: South Carolina

Construction Types: Building, Heavy and Highway

Counties: Aiken, Allendale and Barnwell Counties in South Carolina.

#### SAVANNAH RIVER SITE ONLY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

HEAVY CONSTRUCTION PROJECTS (includes sewer & water line projects, and drainage projects)

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	03/13/2020
2	08/14/2020

\* SUSC2011-002 10/25/2011

	Rates	Fringes
--	-------	---------

Asbestos abatement worker/hazardous material handler		
includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and		

disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....\$ 14.01	.25
Asbestos worker/insulator includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.\$ 28.02	18.09
Boilermaker.....\$ 30.49	23.22
Bricklayer.....\$ 26.31	13.15
Carpenter.....\$ 28.91	12.71
Cement mason.....\$ 25.44	13.10
Electrician	
Cable Splicer.....\$ 30.50	15.83
Groundman.....\$ 20.06	15.83
Lineman.....\$ 29.50	15.83
Elevator constructor.....\$ 41.90	35.25
Glazier.....\$ 24.50	12.54
Ironworker.....\$ 30.57	14.12
Laborers:	
Concrete & building.....\$ 20.08	9.87
Hazardous waste verifier...\$ 20.83	9.87
Mortar mixer.....\$ 20.33	9.87
Nozzleperson.....\$ 20.58	9.87
Pipelayer.....\$ 20.33	9.87
Pneumatic concrete gun operator.....\$ 20.58	9.87
Pneumatic tool operator.....\$ 20.33	9.87
Tool facility operator.....\$ 20.83	9.87
Machinist.....\$ 40.50	9.46
Millwright.....\$ 29.27	16.00
Painter	
Composite rate applies to all work performed by journeyman painters and sign painters except when engaged in industrial premium work.....\$ 24.50	12.54
Piledriver.....\$ 29.16	12.66
Pipefitter.....\$ 32.13	15.66
Plasterer.....\$ 25.44	13.10
Power equipment operators:	
Air compressor; concrete mixer (10 s or less); conveyor; elevator; hoist,	

1-drum; light plant; motor crane driver and oiler; roller; tractor (50 hp and over).....	\$ 26.80	13.97
Backhoe; central mixing plant; concrete placing machine; crane, derrick, dragline; hoist, 2-drum; motor grader; shovel; sideboom tractor; tower/pedestal crane; hoist, 1-drum (hoisting personnel); mechanic (diesel & gas); maxi grinder.....	\$ 32.29	13.97
Batch plant; bulldozer; concrete mixer (over 10 s); distributor (bituminous surfaces); end loader; fork lift truck; lead oiler; pan scraper; paving machine; pumpcrete; trenching machine; well drill.....	\$ 29.71	13.97
Fireman (Boiler).....	\$ 23.57	13.97
Mechanic (diesel & gas).....	\$ 32.29	13.97
Oiler.....	\$ 23.57	13.97
Pump (2-1/2 in. and over); tractor (under 50 hp); fireperson (boiler); oiler..	\$ 23.57	13.97
Rofer (built-up, composition and waterproofing).....	\$ 25.90	7.08
Sheet metal worker.....	\$ 31.38	15.18
Sprinkler fitter.....	\$ 29.64	21.42
Tile setter.....	\$ 26.31	13.15
Truck drivers: 2-1/2 tons & over, and special equipment.....	\$ 27.86	10.12
Oiler (light equipment and garage attendant).....	\$ 27.51	10.12
Under 2-1/2 tons.....	\$ 27.23	10.12
Footnote: Health & Welfare Weekly Rate: \$300.28		

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

2. AMENDMENT/MODIFICATION NO. 0608	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505
		10B. DATED (SEE ITEM 13) 12/08/2008

**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. ACCOUNTING AND APPROPRIATION DATA (If required)  
No change in accounting and appropriation data.

**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 H.22 Wage Determination Rates

**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 U.S. Department of Labor (DOL) Wage/General Decision No. SC20200002 Revision 3, dated 10/9/2020, which is attached hereto.

B. The attached DOL Wage Determination supersedes DOL Wage Determination/General Decision No. SC20200002 Revision 2, dated 8/14/2020.

C. 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) Cynthia T. Strowbridge
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)	 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 10/13/2020



"General Decision Number: SC20200002 10/09/2020

Superseded General Decision Number: SC20190002

State: South Carolina

Construction Types: Building, Heavy and Highway

Counties: Aiken, Allendale and Barnwell Counties in South Carolina.

#### SAVANNAH RIVER SITE ONLY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

HEAVY CONSTRUCTION PROJECTS (includes sewer & water line projects, and drainage projects)

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	03/13/2020
2	08/14/2020
3	10/09/2020

\* SUSC2011-002 10/25/2011

Rates Fringes

Asbestos abatement  
worker/hazardous material  
handler  
includes preparation,  
wetting, stripping,  
removal, scrapping,

vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 14.01	.25
Asbestos worker/insulator includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 28.02	18.09
Boilermaker.....	\$ 30.49	23.47
Bricklayer.....	\$ 26.31	13.15
Carpenter.....	\$ 28.91	12.71
Cement mason.....	\$ 25.44	13.10
Electrician		
Cable Splicer.....	\$ 30.50	15.83
Groundman.....	\$ 20.06	15.83
Lineman.....	\$ 29.50	15.83
Elevator constructor.....	\$ 41.90	35.25
Glazier.....	\$ 24.50	12.54
Ironworker.....	\$ 30.57	14.12
Laborers:		
Concrete & building.....	\$ 20.08	9.87
Hazardous waste verifier....	\$ 20.83	9.87
Mortar mixer.....	\$ 20.33	9.87
Nozzleperson.....	\$ 20.58	9.87
Pipelayer.....	\$ 20.33	9.87
Pneumatic concrete gun operator.....	\$ 20.58	9.87
Pneumatic tool operator.....	\$ 20.33	9.87
Tool facility operator.....	\$ 20.83	9.87
Machinist.....	\$ 40.50	9.46
Millwright.....	\$ 29.27	16.00
Painter		
Composite rate applies to all work performed by journeyman painters and sign painters except when engaged in industrial premium work.....	\$ 24.50	12.54
Piledriver.....	\$ 29.16	12.66
Pipefitter.....	\$ 32.13	15.66
Plasterer.....	\$ 25.44	13.10
Power equipment operators:		
Air compressor; concrete mixer (10 s or less);		

conveyor; elevator; hoist, 1-drum; light plant; motor crane driver and oiler; roller; tractor (50 hp and over).....	\$ 26.80	13.97
Backhoe; central mixing plant; concrete placing machine; crane, derrick, dragline; hoist, 2-drum; motor grader; shovel; sideboom tractor; tower/pedestal crane; hoist, 1-drum (hoisting personnel); mechanic (diesel & gas); maxi grinder.....	\$ 32.29	13.97
Batch plant; bulldozer; concrete mixer (over 10 s); distributor (bituminous surfaces); end loader; fork lift truck; lead oiler; pan scraper; paving machine; pumpcrete; trenching machine; well drill.....	\$ 29.71	13.97
Fireman (Boiler).....	\$ 23.57	13.97
Mechanic (diesel & gas)....	\$ 32.29	13.97
Oiler.....	\$ 23.57	13.97
Pump (2-1/2 in. and over); tractor (under 50 hp); fireperson (boiler); oiler..	\$ 23.57	13.97
Rofer (built-up, composition and waterproofing).....	\$ 25.90	7.08
Sheet metal worker.....	\$ 31.38	15.18
Sprinkler fitter.....	\$ 29.64	21.42
Tile setter.....	\$ 26.31	13.15
Truck drivers: 2-1/2 tons & over, and special equipment.....	\$ 27.86	10.12
Oiler (light equipment and garage attendant).....	\$ 27.51	10.12
Under 2-1/2 tons.....	\$ 27.23	10.12
Footnote: Health & Welfare Weekly Rate:	\$312.28	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

2. AMENDMENT/MODIFICATION NO. 0609	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505
		10B. DATED (SEE ITEM 13) 12/08/2008
CODE 808376193	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)  
No change in accounting and appropriation data.

**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) FAR 52.219-9 Small Business Subcontracting Plan

**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 an updated Small Business Subcontracting Plan into the contract.

B. Part III List of Documents, Exhibits, and Other Attachments, Section J - List of Attachments, Appendix A - Small Business Subcontracting Plan, is hereby deleted in its entirety and is replaced by the Small Business Subcontracting Plan attached hereto.

C. 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) Cynthia T. Strowbridge
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>Cynthia Strowbridge</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 10/21/2020

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER  
ATTACHMENTS SECTION J - LIST OF ATTACHMENTS  
APPENDIX A - SMALL BUSINESS SUBCONTRACTING PLAN**

Contractor Name: Savannah River Remediation LLC (SRR)  
Contractor Address: Savannah River Site, Building 766-H  
City/State/Zip: Aiken, South Carolina 29808  
Point of Contact: Louie P. Alves, Sr.  
POC Phone: (803) 208-0782  
POC E-mail: louie.alves@srs.gov  
Contract Number: DE-AC09-09SR22505  
Item/Service: Liquid Waste (LW) Program at the Savannah River  
Site Total Amount of Contract (Including Options): \$7.5B  
Period of Contract Performance (Mo., Day & Year):  
Base Contract Period – July 1, 2009, through June 30, 2015  
Option Period 1 – July 1, 2015, through June 30, 2017  
Ext #1 (MOD 440) – July 1, 2017 through December 31, 2017  
Ext #2 (MOD 472) – January 1, 2018 through May 31, 2018  
Ext #3 (MOD 495)- June 1, 2018 through March 31, 2019  
Ext #4 (MOD 538) – April 1, 2019 through September 30, 2020  
Ext #5 (MOD 602) – Base: October 1, 2020 through September 30, 2021  
Option Period 1: October 1, 2021 through January 31, 2022 (not  
exercised)  
Option Period 2: February 1, 2022 through May 31, 2022 (not  
exercised)  
Option Period 3: June 1, 2022 through September 30, 2022 (not  
exercised)

**1. Type of Plan (check one)**

Individual Contract Plan-Individual Contract Plan, as used in this subpart, means a subcontract plan that covers the entire contract period (including option periods and extensions), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purpose may be allocated on a prorated basis to the contract.

Master Plan - Master Plan, as used in this subpart, means a subcontracting plan that contains all the required elements of the individual plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Commercial Products Plan - Commercial Plan, as used in subpart, means a subcontracting plan that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof



(e.g., division plant, or product line). The contractor must provide a copy of the approved plan. NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial/items.

## 2. Goals

SRR is committed to the involvement of small business concerns, small disadvantaged business concerns, women-owned business concerns, veteran-owned small businesses, service-disabled veteran-owned small businesses, and Historically Under-utilized Business Zone (HUBZone) small business concerns as subcontractors performing meaningful LW contract scope. We support the small business objectives of the Government and Department of Energy (DOE), advocating that diversity in subcontracting provides a vital link to the local community, strengthens the economy, and represents best business practices. In keeping with this commitment, SRR has established separate dollar and percentage subcontracting goals for the basic contract, including extensions, to the contract period of performance as specified in Federal Acquisition Regulation (FAR) 19.704.

### A. Total to be Subcontracted

Total dollars planned to be subcontracted: \$1,578,200,000

Exclusions include purchases from foreign sources and company affiliates. Additional exclusions include Saltstone Disposal Units, Crystalline SilicoTitanate (CST) Resin for Tank Closure Cesium Removal (TCCR), Melter 5 design/fabrication, design engineering services, and liquid nitrogen as these are procurements that do not have opportunities for small business participation. SRR will exclude Human Resources (HR) benefit procurements that may occur during the time of this subcontract as it does not provide small business opportunities.

Salt Waste Processing Facility Automated Data Processing (ADP) hardware and software are exclusions to be exercised as part of Contract Line Item Number 00012 (CLIN 12).

### B. Goals

- (1) Total dollars and percent of subcontracting planned to be subcontracted with small businesses (including small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses) (% of "A"):

\$946,920,000 and 60%

- (2) Total dollar value and percent of subcontracting planned with small disadvantaged businesses (% of "A"):

\$261,981,000 and 16.60%

- (3) Total dollar value and percent of subcontracting planned with women-owned small businesses (% of "A"):

\$386,659,000 and 24.50%

- (4) Total estimated dollar value and percent of subcontracting planned with HUBZone small businesses (% of “A”):

\$28,408,000 and 1.80%

- (6) Total dollar value and percent of subcontracting planned with veteran-owned small businesses (% of “A”):

\$50,502,000 and 3.2%

- (1) Total estimated dollar value and percent of planned subcontracting to service-disabled veteran-owned small businesses (% of “A”):

\$47,346,000 and 3%

**Table 1. Contract to Date Goals and Performance through September 2020**

<b>Small Business Category</b>	<b>Original goals</b>	<b>Option 1 goals</b>	<b>EMCBC 2020 Goal</b>	<b>Contract Goal Ext #4</b>	<b>Contract Actuals to 9/30/20</b>	<b>Total Contract Goal through Ext #4</b>	<b>Contract to date Dollar Actuals through 9/30/20</b>
Small Business	47%	50%	45%	58%	62.35%	\$828,240,000	\$934,774,622
Small Disadvantaged Business	11%	12%	5%	15.5%	18.1%	\$221,340,000	\$271,357,998
Women-Owned Small Business	8%	10%	5%	22%	25.26%	\$314,160,000	\$378,757,283
HUBZone Small Business	2%	2%	3%	1.6%	2.18%	\$22,848,000	\$32,740,436
Veteran-Owned Small Business	5%	5%	0%	4.8%	5%	\$68,544,000	\$74,950,641
Service-Disabled Veteran-Owned Small Business	3%	3%	3%	3.7%	3.8%	\$52,836,000	\$57,029,350

**Table 2. Extension #5 Total Cumulative Contract Goals in Dollars and Percentages (Base and Option Periods 1, 2, & 3).**

<b>Small Business Category</b>	<b>Extension #5 Goal</b>	<b>Base</b>	<b>Option Period 1</b>	<b>Option Period 2</b>	<b>Option Period 3</b>
Small Business	60%	\$ 946,920,000	\$ 948,776,000	\$ 962,528,000	\$ 990,256,000
Small Disadvantaged Business	16.6%	\$ 261,981,000	\$ 262,495,000	\$ 266,299,000	\$ 273,971,000
Women-Owned Small Business	24.5%	\$ 386,659,000	\$ 387,417,000	\$ 393,032,000	\$ 404,354,000
HUBZone Small Business	1.8%	\$ 28,408,000	\$ 28,463,000	\$ 28,876,000	\$ 29,708,000
Veteran-Owned Small Business	3.2%	\$ 50,502,000	\$ 50,601,000	\$ 51,335,000	\$ 52,814,000
Service-Disabled Veteran-Owned Small Business	3%	\$ 47,346,000	\$ 47,439,000	\$ 48,126,000	\$ 49,513,000

**Table 3. Breakout of Goals in Dollars and Percentages for CLIN 11, 12, & 13 (Incremental).**

<b>Small Business Category</b>	<b>Extension #5 Goal</b>	<b>CLIN 11 (incremental)</b>	<b>CLIN 12 (incremental)</b>	<b>CLIN 13 (incremental)</b>
Small Business	60%	\$ 2,829,000	\$ 1,304,000	\$ 423,000
Small Disadvantaged Business	16.6%	\$ 783,000	\$ 361,000	\$ 117,000
Women-Owned Small Business	24.5%	\$ 1,155,000	\$ 532,000	\$ 173,000
HUBZone Small Business	1.8%	\$ 85,000	\$ 39,000	\$ 13,000
Veteran-Owned Small Business	3.2%	\$ 151,000	\$ 70,000	\$ 23,000
Service-Disabled Veteran-Owned Small Business	3%	\$ 141,000	\$ 65,000	\$ 21,000

The table below identifies the principal types of supplies and services that are to be subcontracted and the identification of types of subcontracting planned for small businesses (SB), small disadvantaged businesses (SDB), women-owned small businesses (WOSB), veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), and HUBZone small businesses (HUBZone).

<b>Subcontracted Supplies and Services (Type &amp; North American Industry Classification System (NAICS) code)</b>	<b>SB</b>	<b>SDB</b>	<b>VOSB</b>	<b>WOSB</b>	<b>SDVOSB</b>	<b>HUBZone</b>
Waste Tank Grouting 562910, 236210	X	X		X		
Staff Augmentation and Services 561210, 561320	X	X	X	X	X	
Management and Environment Consulting Services 541618, 541620	X	X		X		
Waste Determination Services, Environmental Consulting 541620, 541690	X	X		X		X
Tank Closure Support Services 562910, 541690	X	X	X	X	X	
Supply of Various Materials and Equipment 327999, 332312, 332722, 333298, 332999, 423610, 423690, 423830, 424690	X	X	X	X	X	X

### 3. Method for Development of Goals

We conducted a management review of the Savannah River Site (SRS) LW contract scope and SB marketplace to establish aggressive subcontracting goals. We:

- Evaluated opportunities for SB participation across the LW scope
- Incorporated suggestions from proposed SRR project execution managers regarding future subcontracting opportunities
- Surveyed the local and regional SB/SDB community and cataloged company capabilities
- Attended the Small Business outreach events to solicit interest from SB/SDB firms
- Benchmarked SRR parent company SB subcontracting performance at DOE sites nationwide, including SRS
- Reviewed the SB databases of parent companies to expand our list of experienced, qualified SBs/SDBs to be considered for future subcontracting opportunities
- Interviewed numerous SB/SDB firms with interest and capabilities to perform portions of the LW scope of work

To establish our subcontracting goals and commitments, we considered the work to be performed and forecasted an adjusted procurement volume of \$1,578,200,000 for the total contract performance period (Base period + Options 1 + Extensions 1, 2, 3, 4, & 5).

SRR intends to conduct set-asides under the small business program, including with HUBZone firms and SDVOSB under Section 308 of the Veteran Benefit Act of 2003, where feasible and appropriate, to facilitate participation by small business. We considered the following in establishing our goals:

- Similarities of new project work to work performed and work subcontracted in recent years at SRS
- Suggestions from the proposed SRR line managers for future subcontract opportunities
- Planned participation of SB firms used in the past at SRS
- Planned participation of our companies
- Local, state and regional SB/SDB community resources
- Regional minority purchasing councils' listings for SDB entities
- Veteran services organizations
- U.S. Small Business Administration PRO-Net database
- SB databases of all SRR parent companies for identifying lists of experienced and qualified SB/SDB's to be considered for future subcontracting opportunities
- Trade associations for SB, SDB, WOSB, VOSB, SDVOSB and HUBZone SB entities
- National Contract Management Association (NCMA)
- Institute for Supply Management (ISM)

#### **4. Indirect Costs**

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

#### **5. Program Administrator**

##### **Ashley Hannah**

SRR Small Business Program Manager  
Savannah River Site, Building 707-10B Room 8  
Aiken, SC 29808  
Telephone: (803) 952-7305  
Fax: (803) 952-5624  
E-mail: Ashley.Hannah@srs.gov

##### **Duties:**

The SRR Small Business Program Manager has overall responsibility for program success. The duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small businesses, service-disabled veteran-owned small businesses and HUBZone small business concerns.
- B. Assuring the integrity of supplier information in the System for Award Management

(SAM) through a series of controls that include a review of Certifications and Representations of new suppliers. Ensuring that supplier NAICS codes and socioeconomic classifications are included in supplier descriptions.

- C. Periodically monitoring the procurement staff and routinely providing new small business and socioeconomic business sources; including developing a small business supplier list for all credit card holders and periodically adding new sources to the list.
- D. Randomly reviewing procurements to ensure they permit the maximum possible participation of small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses.
- E. Randomly reviewing solicitations to remove statements clauses, etc., that restrict or prohibit maximum participation by small business concerns.
- F. Randomly reviewing evaluation documentation when proposals/bids from small businesses are not selected for award.
- G. Utilizing various sources for identifying small businesses.
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
- I. Monitoring the compliance of subcontractors responsible for subcontracting plan requirements under “flow down” provisions.
- J. Preparing, inputting, and submitting timely subcontracting reporting through the electronic Subcontracting Reporting System (eSRS).
- K. Attending or arranging for the attendance of company representatives at small business workshops, seminars, procurement fairs, trade fairs, and conferences. Ensuring that small business concerns are made aware of subcontracting opportunities and ensure that these concerns are provided training through workshops on how to prepare responsive bids.
- L. Conducting or arranging for training of purchasing personnel regarding implementation of the small business subcontracting program.
- M. Ensuring that small businesses are made aware of the Credit Card Program and how to participate in it.
- N. Conducting or arranging training for credit card holders to provide subcontracting opportunities to small businesses through credit card purchases.
- O. Coordinating company activities during the conduct of compliance reviews by Federal agencies.

## **6. Equitable Opportunity**

SRR is committed to offering fair and equitable opportunity for SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone SB to compete to supply the products and services needed to accomplish SRS LW contract scope. Efforts we undertake to ensure that small business entities have an equitable opportunity for securing subcontracts include, but are not limited to, the following activities:

### **A. Outreach efforts to obtain sources:**

1. Contacting small, small disadvantaged, women-owned, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone associations. Buyers are encouraged to use directories and databases of federal, state, local, and private organizations to reach small businesses;
2. Contacting federal, state, local, and private small business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), System for Award Management (SAM);
5. Utilizing newspapers and magazine ads to encourage new sources;
6. Participating in efforts or activities to expand the socioeconomic database for this contract;
7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB sources before the acquisitions are placed by the buying activities;
8. Responding either verbally or in writing to each request received from firms that desire an opportunity to compete for business;
9. Maintaining a database of potential SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB sources within the procurement supplier database;
10. Posting written solicitations on SRR's website to maximize exposure to SB entities;
11. Requiring each purchasing manager and buyer to participate in at least one small business event each year; and
12. Contributing resources and actively participating in local small business and minority organizations.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan and the use of SAM;
2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
3. Monitoring activities to evaluate compliance with the subcontracting plan;
4. Establishing procurement policies and procedures that direct the incorporation of applicable SB subcontracting clauses and requirements;
5. Communicating lessons learned to SB suppliers and subcontractors to develop capabilities and quality of services;
6. Implementing an ongoing in-reach program that provides small businesses access and exposure to key project planners and managers; and
7. Conducting internal workshops, seminars, and training programs to ensure that internal customers and acquisition personnel are familiar with the SB policies and prime contract requirements.
8. Maintaining a list of trip reports and other documentation on the outreach activity attended, including new sources along with recommendations to buyers to include these sources in the next appropriate solicitation. Follow-up with buyers regarding the use of the new sources.

C. Outreach Events

1. Attending annually the DOE Small Business Conference; and
2. Obtain a list of outreach activities to attend from the DOE Small Business Program Manager.

D. Additional efforts to be undertaken:

1. Maintain a small business web page;
2. Perform acquisition planning to include small business subcontracting opportunities;
3. Develop partnering/teaming arrangements with small business subcontractors; and
4. Develop an internal Small Business Policy, including a policy statement from the Project Manager.



#### E. Utilization of External Small Business Advocates to Conduct the Small Business Subcontracting Program:

1. Work with the SBA Procurement Center Representative;
2. Work with Small Business Develop Centers and Minority Business Development Centers;
3. Work with Minority Supplier Development Councils; and
4. Work with other small business organizations.

#### **7. Flow-Down Clause**

SRR agrees to include the provisions under I.27 FAR 52.219-8 (MAY 2004), "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by I.28 FAR 52.219-9 (SEP 2006) – ALTERNATE II (OCT 2001) (DEVIATION) "Small Business Subcontracting Plan" (FAR 19.704(a)).

Such plans shall be reviewed by the SRR SB Program Manager by comparing them with the provisions of FAR 52.219-9 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone SB, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports and/or as time and availability of funds allow, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

#### **8. Reporting and Cooperation**

SRR gives full assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA); (2) submission of periodic reports, which show compliance with the subcontracting plan; (3) timely submission of small business subcontracting achievement data, formerly reported on the Standard Form (SF) 294 and/or 295, to the Government's Electronic Subcontract Reporting Systems (eSRS); and (4) ensuring that large business subcontractors with subcontracting plans agree to input to the eSRS.

#### **9. Recordkeeping**

To demonstrate compliance with the requirements and goals in this subcontracting plan, SRR will maintain the following records:

- A. A list of the sources, guides and other data used to identify suppliers and Vendors.

- B. Organizations contacted to locate all categories of small business sources.
- C. Records to support other outreach efforts, e.g., contacts with small business trade associations, and attendance at conference, trade fairs, etc.
- D. Records to support internal guidance and encouragement, provided to buyers through:
  - (1) workshops, seminars, training programs, incentive and other awards; and (2) monitoring of activities to evaluate compliance.
- E. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. This information shall include records of (1) whether small businesses were solicited and, if not, why and (2) if small businesses were solicited and award was not made to a small business, document why an award was not made to a small business. (This item is not required for company or division-wide commercial product plans.)
- F. The Program Administrator will maintain a list of eligible small business concerns recommended to buyers from SAM or other sources.
- G. All new vendors regardless of their classification will require "Representations and Certifications (Reps and Certs)." These reps and certs will be maintained in the files.

This subcontracting plan was submitted by:



Louie P. Alves, Sr., Manager (Acting)  
Contract Management & Administration  
Savannah River Remediation LLC  
Date Prepared: October 1, 2020  
Telephone: (803) 208-0782  
E-mail: louie.alves@srs.gov

Approval:



Cynthia T. Strowbridge  
Contracting Officer  
Savannah River Operations Office

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 18
2. AMENDMENT/MODIFICATION NO. 0610	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 808376193 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505	
		10B. DATED (SEE ITEM 13) 12/08/2008	

**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. ACCOUNTING AND APPROPRIATION DATA (If required)**

No change in accounting and appropriation data.

**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 970.5204-2, Laws, Regulations, and DOE Directives (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.)**

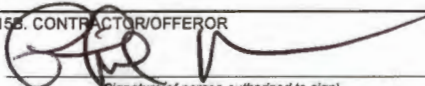

A. The purpose of this modification is to change Part III - List of Documents, Exhibits, and other Attachments, Section J - List of Attachments, Appendix D - List B, Applicable DOE Directives, Orders, Laws, and Regulations as follows:

ADD: DOE O 486.1A, Foreign Government Sponsored or Affiliated Activities, as attached.

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) Philip J. Breidenbach President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia T. Strowbridge
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 11/12/2020	16C. DATE SIGNED 11/13/2020

U.S. Department of Energy  
Washington, DC

**ORDER**

**DOE O 486.1A**

Approved: 9-4-2020

**SUBJECT: FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES**

---

1. PURPOSE. To ensure the continued flow of scientific and technical information consistent with the Department of Energy's (DOE) broad scientific mission, while also:
  - a. ensuring protection of U.S. competitive and national security interests and DOE program objectives;
  - b. preventing potential conflicts of interest, e.g., financial interests, conflicts of commitment, and outside employment, which may undermine the DOE research enterprise; and
  - c. limiting unauthorized transfers of scientific and technical information.

This Order applies to participation in Foreign Country of Risk<sup>1</sup> Sponsored or Affiliated Activities, i.e., Foreign Government-Sponsored Talent Recruitment Programs and Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk, as defined in Attachment 2 to this Order. Foreign Government-Sponsored Talent Recruitment Programs are prohibited for DOE Employees and Contractor Personnel whereas Other Foreign Government Sponsored or Affiliated Activities are restricted for DOE Employees and Contractor Employees. DOE may approve or disapprove requests for exemption to permit DOE Employee or Contractor Employee participation in such Other Foreign Government Sponsored or Affiliated Activities.

2. CANCELS/SUPERSEDES. DOE O 486.1, *Department of Energy Foreign Government Talent Recruitment Programs*, dated 6-7-2019, is hereby superseded. Cancellation of a directive does not, by itself, modify or otherwise affect any contractual or regulatory obligation to comply with the directive. Contractor Requirements Documents (CRDs) that have been incorporated into a contract remain in effect throughout the term of the contract unless and until the contract or regulatory commitment is modified to either eliminate requirements that are no longer applicable or substitute a new set of requirements.
3. APPLICABILITY.
  - a. Departmental Applicability. This Order applies to all Departmental Elements, including those created after the Order is issued.

The Administrator of the National Nuclear Security Administration (NNSA) must assure that NNSA employees comply with their responsibilities under this directive. Nothing in this directive will be construed to interfere with the NNSA

---

<sup>1</sup> As defined in Attachment 2.

---

**AVAILABLE ONLINE AT:**

[www.directives.doe.gov](http://www.directives.doe.gov)

**INITIATED BY:**

Office of the Under Secretary for Science

Administrator's authority under section 3212(d) of Public Law (P.L.) 106-65 to establish Administration-specific policies, unless disapproved by the Secretary.

- b. DOE Contractors. Except for the equivalencies/exemptions in paragraph 3.c., the Contractor Requirements Document (CRD), Attachment 1, sets forth requirements of this Order that will apply to contracts that include the CRD.

Specifically, the CRD or its requirements must be included in the following:

- (1) Management and Operating (M&O) contracts;
  - (2) Non-M&O Major Site/Facility contracts; and
  - (3) Other contracts (e.g., support services contracts), as determined by Heads of Departmental Elements in accordance with paragraph 5.r.(2).
- c. Equivalencies/Exemptions for DOE O 486.1A. Exemptions and equivalencies to this Order in its entirety will be processed in accordance with Appendix E of DOE O 251.1, Departmental Directives Program, current version, except that approval for all exemptions or equivalencies to this Order must be obtained from the Secretary.
- (1) Exemption. This Order does not apply to the following:
    - (a) users conducting research under a DOE User Facility Agreement; and
    - (b) Contractor Personnel, as defined in Attachment 2, paragraphs 4.b. and 4.c., performing activities specifically implementing a DOE program-sponsored international collaboration project and within the scope of a DOE-level or U.S. Government-level bilateral or multilateral international agreement.
  - (2) Equivalency. In accordance with the responsibilities and authorities assigned by Executive Order 12344, codified at 50 USC sections 2406 and 2511 and to ensure consistency throughout the joint Navy/DOE Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this Directive for activities under the Director's cognizance, as deemed appropriate.

4. REQUIREMENTS.

- a. DOE Employees and Contractor Personnel, as defined in Attachment 2, are prohibited from participating in Foreign Government-Sponsored Talent Recruitment Programs of a Foreign Country of Risk. In addition, DOE Employees and Contractor Employees are restricted from participation in Other Foreign Government Sponsored or Affiliated activities of a Foreign Country of Risk, as

9-4-2020

defined in Attachment 2. Disclosure of pending and current participation is required. Exemptions for participation in such Other Foreign Government Sponsored or Affiliated activities may be granted. Exemptions are not permitted for participation in such Foreign Government-Sponsored Talent Recruitment Programs.

- b. The Director, Office of Intelligence and Counterintelligence, must develop and maintain a list of Foreign Government-Sponsored Talent Recruitment Programs of Foreign Countries of Risk.
- c. Departmental Elements must ensure that the CRD or its requirements are incorporated into applicable DOE contracts.
- d. DOE Employees must disclose to their immediate supervisor and DOE's Designated Agency Ethics Official (DAEO) prior to entering into discussions about participating in a Foreign Country of Risk Sponsored or Affiliated Activity. Discussions are permitted only when the DAEO has determined that the activity is in compliance. DOE Employees should obtain ethics advice before entering into discussions about participating in a sponsored or affiliated activity of any foreign country or government. There are restrictions that apply to DOE Employees that may prohibit them from engaging in these activities for any foreign country or government.
- e. If, as of the effective date of this Order, a DOE Employee is already participating in a Foreign Country of Risk Sponsored or Affiliated Activity, the employee must disclose in writing such participation to their immediate supervisor and DOE's DAEO within 30 days of the issuance of this Order.<sup>2</sup> Failure to comply with the terms of this Order will subject the employee to discipline up to and including removal from federal service.
- f. DOE's DAEO must determine if the DOE Employee's participation in the reported activity, whether current or pending, is in compliance with legal requirements, including the Emoluments Clause and DOE policies and directives. The decision of DOE's DAEO is not subject to grievance and other alternative dispute resolution procedures.
- g. If DOE's DAEO determines that participation in the reported activity is not in compliance with legal requirements, then:
  - (1) the DOE employee must not enter into discussions to participate in the reported activity, or
  - (2) the DOE employee must cease their participation in the reported activity within 30 days of notification, as applicable.

---

<sup>2</sup> Disclosures for foreign government-sponsored talent recruitment programs of foreign countries of risk covered under DOE O 486.1 were due 30 days from the approval date of the original Order, June 7, 2019.

- h. If DOE's DAEO determines that the reported activity complies with legal requirements, and if the reported activity falls within Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk for which exemptions may be granted, then the DOE Employee may request an exemption to participate in such activity. An exemption request will be processed as an outside activity request according to 5 C.F.R. § 3301.103, subject to final approval or disapproval by the Secretary as provided in paragraph 5.a.(2). The applicable provisions of the requirements in this Order must be incorporated as terms and conditions of employment for all current and future DOE Employees.
- i. Exemption requests for participation in Other Foreign Government Sponsored or Affiliated Activities of Foreign Countries of Risk must be submitted through the cognizant PSO and CSO for approval by the Secretary or his/her designee. Exemption requests must be approved by the Secretary or his/her designee to participate in such activities.

5. RESPONSIBILITIES.

a. Secretary.

- (1) Establishes Departmental policy with respect to Foreign Country of Risk Sponsored or Affiliated Activities as described in this Order.
- (2) Provides final approval or disapproval of exemption requests for DOE Employee and Contractor Employee participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk, as defined in Attachment 2 to this Order.
- (3) Delegates approval or disapproval of exemption requests to the Deputy Secretary, as appropriate.

b. Deputy Secretary.

- (1) Assists the Secretary in establishing Departmental policy with respect to participation in Foreign Country of Risk Sponsored or Affiliated Activities, as described in this Order.
- (2) Reviews and concurs/non-concurs on exemption requests for participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk, prior to the Secretary's final approval/disapproval of the exemption request.
- (3) If delegated, approve or disapprove exemption requests for DOE Employee and Contractor Employee participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk, as defined in Attachment 2 to this Order.

9-4-2020

- c. Under Secretary of Energy, Under Secretary for Science, Under Secretary for Nuclear Security (as appropriate). Review and concur/non-concur on exemption requests for participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk, prior to the Deputy Secretary's review of the exemption request.
- d. Under Secretary for Science.
  - (1) Establishes and maintains oversight of this Order.
  - (2) Consults with and seeks assistance from the Under Secretary of Energy and the Under Secretary for Nuclear Security on the establishment of policies and procedures for implementation of this Order.
  - (3) Determines and identifies Foreign Countries of Risk in consultation with the Under Secretary of Energy; the Under Secretary for Nuclear Security; and the Office of Intelligence and Counterintelligence; and informs Departmental Elements, as needed.
- e. Under Secretary of Energy. Consults with and provides assistance to the Under Secretary for Science on the establishment of policies and procedures for implementation of this Order.
- f. Under Secretary for Nuclear Security.
  - (1) Consults with and provides assistance to the Under Secretary for Science on the establishment of policies and procedures for implementation of this Order.
  - (2) Implements and oversees requirements and practices pertaining to this Order for activities under the NNSA Administrator's responsibilities under this Order, consistent with NNSA Administrator's authority under sections 3212(b) and 3220 of Public Law (P.L.) 106-65.
- g. DOE Federal Oversight Advisory Body (FOAB).
  - (1) Review quarterly reports submitted to DOE by DOE Contractors.
  - (2) Review exemption requests for participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk.
- h. Cognizant Secretarial Officers (CSO). Review and concur/non-concur on exemption requests for participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk.



- i. Program Secretarial Officers (PSO). Review and concur/non-concur on exemption requests for participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk.
  
- j. Director, Office of Intelligence and Counterintelligence.
  - (1) Provides counterintelligence and security advice on the risks of participation in Foreign Country of Risk Sponsored or Affiliated Activities.
  - (2) Develops and maintains a list of Foreign Government-Sponsored Talent Recruitment Programs of Foreign Countries of Risk.
  - (3) Reviews all quarterly reports submitted to DOE by DOE Contractors, in coordination with the Heads of Field Elements and other cognizant Department Elements.
  - (4) Assists Departmental Elements with the assessment of such reports and other information pertaining to DOE Employee and Contractor Personnel participation in Foreign Country of Risk Sponsored or Affiliated Activities.
  - (5) Advises on the determination of the Heads of Field Elements and other cognizant Departmental Elements whether a disclosed or otherwise identified activity is a Foreign Country of Risk Sponsored or Affiliated Activity.
  - (6) As appropriate, consults with the Heads of Field Elements and other cognizant Departmental Elements on the review of a request for exemption to permit participation in Other Foreign Government Sponsored or Affiliated Activities of a Foreign Country of Risk.
  
- k. Chief Human Capital Officer.
  - (1) Advises Departmental Elements on this Order as it pertains to DOE Employees, consulting with the Office of Science as needed.
  - (2) Implements the applicable provisions of the requirements in this Order as terms and conditions of federal employment.
  
- l. Office of the General Counsel (GC). Provides guidance to Departmental Elements regarding legal compliance with this Order as it relates to DOE Employees and Contractors and any implementing policies and procedures.
  
- m. Office of the General Counsel, National Nuclear Security Administration. Provides guidance to NNSA regarding legal compliance with this Order as it relates to NNSA employees and Contractors and any implementing policies and procedures. NNSA GC guidance concerning legal compliance with this Order will

9-4-2020

be coordinated with the Office of the General Counsel in advance of providing any guidance.

- n. Designated Agency Ethics Official (DAEO). Provides legal advice to DOE Employees and management concerning the Emoluments Clause and other legal requirements or restrictions concerning DOE Employee participation in any Foreign Country of Risk Sponsored or Affiliated Activities and makes determinations as described in section 4. As part of this process, consults with the Office of Intelligence and Counterintelligence, as appropriate.
- o. Senior Procurement Executives (SPEs). If necessary, develop and issue procurement guidance to contracting officers regarding their responsibilities under this Order.
- p. Heads of Departmental Elements.
  - (1) Consult with the Office of the Chief Human Capital Officer as they develop and administer internal policies, procedures, and safeguards to enable compliance with the provisions of this Order as they pertain to DOE Employees.
  - (2) Determine which contracts under their purview must incorporate the CRD or its requirements, and notify cognizant Heads of Contracting Activities (HCAs) regarding the CRD's applicability to those contracts. For such contracts incorporating the requirements of the CRD and administered at Headquarters, the following responsibilities apply:
    - (a) In coordination with the cognizant contractor and Office of Intelligence and Counterintelligence, determine if a disclosed or otherwise identified activity is participation in a Foreign Country of Risk Sponsored or Affiliated Activity.
    - (b) If the activity is a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk, work with the cognizant Contractor to ensure that appropriate action is taken in accordance with this Order.
    - (c) If the activity is an Other Foreign Government Sponsored or Affiliated Activity of a Foreign Country of Risk, work with the cognizant Contractor to ensure that appropriate action is taken in accordance with this Order, including a decision on whether to request an exemption.
    - (d) If the cognizant Contractor submits an exemption request, review and concur/non-concur on such requests in consultation with the Office of Intelligence and Counterintelligence, as appropriate.

- (e) Review quarterly reports submitted to DOE by DOE Contractors for such contracts.
  
  - q. Heads of Contracting Activity (HCAs). After notification from Head of Departmental Elements, notify contracting officers under their purview to incorporate the CRD of this Order or its requirements into applicable contracts.
  
  - r. Heads of DOE Field Elements.
    - (1) Develop and implement local procedures for the review and approval of actions taken under this Order.
    - (2) Review quarterly reports submitted to DOE by DOE Contractors.
    - (3) In coordination with the cognizant contractor and the Office of Intelligence and Counterintelligence, determine if a disclosed or otherwise identified activity is participation in a Foreign Country of Risk Sponsored or Affiliated Activity.
    - (4) If the activity is participation in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk, work with the cognizant Contractor to ensure that appropriate action is taken in accordance with this Order.
    - (5) If the activity is participation in an Other Foreign Government Sponsored or Affiliated Activity of a Foreign Country of Risk, work with the cognizant contractor to ensure that appropriate action is taken in accordance with this Order, including a decision on whether to request an exemption.
    - (6) If the cognizant Contractor submits an exemption request, review and concur/non-concur on such requests in consultation with the Office of Intelligence and Counterintelligence, as appropriate.
  
  - s. Contracting Officers.
    - (1) Once notified of contract applicability, ensure that the CRD of this Order or its requirements are incorporated into applicable contracts under their purview.
    - (2) Communicate official Departmental decisions to the contractor, as needed.
6. REFERENCES.
- a. Emoluments Clause of the Constitution, Article I, Section 9, Clause 8.
  - b. Intergovernmental Personnel Act, 5 U.S.C. 3371-3375.

9-4-2020

- c. “Department of Energy Policy on Foreign Government Talent Recruitment Programs,” Secretarial Memorandum dated January 31, 2019.
  - d. DOE O 142.3, *Unclassified Foreign Visits and Assignments Program*, current version.
  - e. DOE O 251.1, *Departmental Directives Program*, current version.
  - f. DOE O 475.1, *Counterintelligence Program*, current version.
  - g. DOE O 470.4, *Safeguards and Security Program*, current version.
7. DEFINITIONS. Definitions are addressed in Attachment 2.
8. CONTACT. For questions or comments concerning this Order, please contact the Office of the Under Secretary for Science at (202) 586-9947.

BY ORDER OF THE SECRETARY OF ENERGY:



MARK W. MENEZES  
Deputy Secretary

**ATTACHMENT 1: CONTRACTOR REQUIREMENTS DOCUMENT**  
**DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES**

Regardless of the performer of the work, the Contractor is responsible for complying with the requirements of this CRD. The definitions found in Attachment 2 to DOE O 486.1A, referenced in and made a part of this CRD, provide information applicable to contracts in which this CRD is inserted. The Contractor is responsible for flowing down the requirements of this CRD to R&D or Demonstration subcontracts, at any tier, to the extent necessary to ensure the Contractor's compliance with the requirements, where the subcontractor's work within the scope of the DOE contract is performed on or at a DOE/NNSA site/facility, including DOE/NNSA/contractor leased space.

Contractor Personnel participation in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk, as defined in Attachment 2, is prohibited. Contractor Employee participation in any Other Foreign Government Sponsored or Affiliated Activity is restricted.

The Contractor must utilize due diligence to ensure that (1) Contractor Personnel performing work within the scope of the DOE contract, working at any level, are not participants in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk; and (2) Contractor Employees performing work within the scope of the DOE contract, working at any level, are not participants in any Other Foreign Government Sponsored or Affiliated Activity.

1. The Contractor must work with the cognizant DOE Head of Field Element or other cognizant Departmental Element, and the Office of Intelligence and Counterintelligence, as needed, to determine if any disclosed or otherwise identified activity is participation in a Foreign Country of Risk Sponsored or Affiliated Activity.
2. The Contractor must ensure that Contractor Personnel currently participating in a disclosed or otherwise identified Foreign Government Talent Recruitment Program of a Foreign Country of Risk and Contractor Employees currently participating in a disclosed or otherwise identified Other Foreign Government Sponsored or Affiliated Activity either stop performing work within the scope of the DOE contract or stop participation in such activity within a reasonable period of time, not to exceed 30 days, until DOE makes a final determination according to this CRD, including a decision on an exemption request under paragraph 4, if applicable.
3. If it is determined that any disclosed or otherwise identified activity is participation in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk, the Contractor must take appropriate action in accordance with the requirements of this CRD.
4. If it is determined that any disclosed or otherwise identified activity is participation in an Other Foreign Government Sponsored or Affiliated Activity of a Foreign Country of Risk, the Contractor must take appropriate action in accordance with this CRD, including a decision on whether to request an exemption, in consultation with the cognizant DOE

Head of Field Element or other cognizant Departmental Element, and the DOE Office of Intelligence and Counterintelligence. If an exemption request is desired, the Contractor must prepare such requests for DOE review according to DOE guidance.

5. The Contractor must file reports with the DOE Office of Intelligence and Counterintelligence and the cognizant DOE Head of Field Element or other cognizant Departmental Element, on a quarterly basis providing the following information for each disclosed or otherwise identified activity:
  - a. laboratory;
  - b. country;
  - c. description of activity;
  - d. type of activity, i.e., Foreign Government-Sponsored Talent Recruitment Program or Other Foreign Government Sponsored or Affiliated Activity, of a Foreign Country of Risk;
  - e. funding or other value received or expected;
  - f. duration;
  - g. technical area;
  - h. contractor action;
  - i. status or disposition; and
  - j. any other information requested by DOE.

NOTE: Each disclosed or otherwise identified activity must be included in each quarterly report until all DOE and contractor actions for an activity are reported as complete under subparagraph j., above.

6. If a cognizant contracting officer notifies the Contractor in writing of any noncompliance with this CRD, the Contractor must take appropriate action to ensure that, within 30 days or other reasonable time period determined by the contracting officer, the Contractor is in compliance with the requirements of the CRD.
7. Failure by the Contractor to reasonably ensure compliance in accordance with the requirements of this CRD, may result in DOE/NNSA exercising contractual remedies in accordance with federal regulations and the terms of the contract.

## ATTACHMENT 2: DEFINITIONS

1. Cognizant Secretarial Officer (CSO). Headquarters Assistant Secretaries, Deputy Administrator, and Directors responsible for oversight or institutional management of DOE/NNSA facilities.
2. Contractor. This term, for the purposes of this Order, means an entity that has a contract with DOE/NNSA that incorporates the CRD or its requirements.
3. Contractor Employee. This term, for purposes of this Order, means any DOE or NNSA contractor employee performing work within the scope of a DOE contract which incorporates the CRD or its requirements regardless of where the work is performed.
4. Contractor Personnel. This term, for purposes of this Order, means:
  - a. any Contractor Employee;
  - b. any research and development (R&D) or Demonstration subcontractor employee, joint appointee from another institution, and any other individual performing R&D work, whether compensated or uncompensated, within the scope of the prime DOE contract either on-site at the DOE/NNSA site/facility or in DOE/NNSA/contractor leased space; and
  - c. any individual performing R&D work, whether compensated or uncompensated, within the scope of a Cooperative Research and Development Agreement, Strategic Partnership Project, or Agreement for Commercializing Technology, either on-site at the DOE/NNSA site/facility or in DOE/NNSA/contractor leased space.
  - d. The following are not included in this definition, consistent with paragraph 3.c.(1):
    - (1) Users performing work under a DOE User Facility Agreement; and
    - (2) Individuals under paragraphs 4.b. and 4.c. of this Attachment, above, considered Contractor Personnel solely because they perform activities at a DOE/NNSA site or DOE/NNSA/contractor leased space:
      - (a) specifically implementing a DOE program-sponsored international collaboration project; and
      - (b) within the scope of a DOE-level or U.S. Government-level bilateral or multilateral international agreement.
5. Demonstration Subcontract. A subcontract, in effect on or after the approval date of this Order, for the performance of work that involves a project designed to determine the technical feasibility and economic potential of a technology on either a pilot or prototype scale.

6. DOE Employee. Any federal employee employed by the DOE, including NNSA, and federal employees on detail from another federal agency to DOE, and any person on detail or appointment to DOE under the terms of the Intergovernmental Personnel Act. Special Government employees, including those serving on Federal Advisory Committee Act committees, are included in this definition.
7. DOE Federal Oversight Advisory Body (FOAB). A DOE group established to identify and assist program offices in implementing policy changes to address the risk associated with international research collaboration and foreign national access to the DOE scientific enterprise. The FOAB is responsible for reviewing and maintaining the Science and Technology Risk Matrix, processing exemption requests for instances where research collaboration is restricted, and providing feedback on Departmental science and technology engagement policies.
8. Foreign Country of Risk. Any foreign country determined to be of risk, following consideration of, but not limited to, the Office of the Director of National Intelligence WorldWide Threat Assessment and The National Counterintelligence Strategy of the United States of America, by the Under Secretary for Science in consultation with the Under Secretary of Energy; the Under Secretary for Nuclear Security; and the Office of Intelligence and Counterintelligence.
9. Foreign Country of Risk Sponsored or Affiliated Activity. Any foreign government-sponsored talent recruitment program or other foreign government sponsored or affiliated activity, as defined below, of a Foreign Country of Risk.
  - a. Foreign Government-Sponsored Talent Recruitment Program. An effort directly or indirectly organized, managed, or funded by a foreign government to recruit science and technology professionals or students (regardless of citizenship or national origin, and whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to physically relocate to the foreign state for the above purpose. Some programs allow for or encourage continued employment at U.S. research facilities or receipt of Federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
  - b. Other Foreign Government Sponsored or Affiliated Activity. Includes the following activities directly or indirectly involving a foreign country of risk entity, as defined below:



- (1) Employment.
- (2) Other support, contractual or otherwise, direct and indirect, including current and pending private and public sources of funding or income, both foreign and domestic. For researchers, other support includes *all* foreign country of risk entity resources made available, directly or indirectly, to a researcher in support of and/or related to *all* of their professional R&D efforts, including resources provided directly to the individual rather than through the research institution, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding. This further includes compensation, for example, current or promises of future: grants, awards, funding, scholarship, appointment, sabbatical, travel, university directed funding, and honoraria.
- (3) Current or pending participation in, or applications to programs, e.g., grant programs, sponsored by foreign governments, instrumentalities, or entities, if not a Foreign Government-Sponsored Talent Recruitment Program, as defined. Associated contracts, upon request by DOE, must be disclosed, in addition to the fact of participation.
- (4) Positions and appointments, both domestic and foreign, including affiliations with foreign entities or governments. This includes titled academic, professional, or institutional appointments whether or not remuneration is received, and whether full-time, part-time, or voluntary (including adjunct, visiting, or honorary).
- (5) The following, considered alone, are not included in this definition:
  - (a) In-kind support under a fundamental research collaboration for the sole purpose of co-authorship to be made publicly available; and
  - (b) Support related specifically to implementing a DOE program-sponsored international collaboration project and within the scope of a DOE-level or U.S. Government-level bilateral or multilateral international agreement.

These programs are often part of broader whole-of-government strategies to reduce costs associated with basic research while focusing investment on military development or dominance in emerging technology sectors.

For purposes of this definition, a foreign country of risk entity includes the following:

- (i) any foreign government or foreign government agency or instrumentality thereof of a Foreign Country of Risk;
  - (ii) any form of business enterprise or legal entity organized, chartered, or incorporated under the laws of a Foreign Country of Risk; and
  - (iii) any form of business enterprise or legal entity which is owned, controlled, or influenced<sup>1</sup> by an entity described in paragraphs 9(i) or 9(ii) above, or by any foreign national of a Foreign Country of Risk.
10. Heads of Departmental Elements. Heads of Departmental Elements include DOE's Under Secretaries, Assistant Secretaries, the NNSA Administrator, Program Office Directors, Power Marketing Administrators, or equivalent DOE officials, or any other official(s) the Head of Departmental Element designates to carry out his or her responsibilities under this Order.
11. Heads of Field Elements/Field Office Managers. Officials who direct activities of DOE/NNSA field or site offices and field organizations reporting directly to Headquarters and serve as line management, site-level mission integrators, and as the authorizing officials for activities at the site on behalf of the Administrator.
12. On-Site Work. Work within the scope of an applicable DOE contract at any level or duration performed by contractor personnel at the DOE/NNSA site/facility, including DOE/NNSA/contractor leased space.
13. Program Secretarial Officer (PSO). Headquarters Assistant Secretaries, Deputy Administrator, and Directors who have management responsibility for program planning, budgeting, and execution of DOE/NNSA mission program activities.
14. R&D Subcontract. A subcontract, in effect on or after the approval date of this Order,<sup>2</sup> for the performance of work that involves efforts and scientific and technological work of scientists, researchers, and engineers involving research activities, both basic and applied, and all development activities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.
15. Scientific and Technical Information. Information products deemed by the originator to be useful beyond the originating site (i.e., intended to be published or disseminated), in any format or medium, which contain findings and technological innovations resulting

---

<sup>1</sup> Foreign ownership, control, or influence (FOCI) is described in DOE O 470.4B, *Safeguards and Security Program*, App. B, Section 2, as the following: "A U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S.

company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company....”

<sup>2</sup>This statement refers to the approval date of the original Order, June 7, 2019.

DOE O 486.1A  
9-4-2020

Attachment 2  
Page 2-5 (and Page 2-6)

from research and development (R&D) efforts and scientific and technological work of scientists, researchers, and engineers. Scientific findings are communicated through various media – e.g., textual, multimedia, audiovisual, and digital – and are produced in a range of products such as technical reports, scientific/technical conference papers, journal articles, workshop reports, program documents, invention reports, patent applications, patents, publicly available scientific research datasets, or other forms of scientific and technical information.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 0611  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 21EM000078  
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 REMEDIATION LLC  
Attn: George Westbury  
Savannah River Site  
Building 766-H  
Aiken SC 29808

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505  
10B. DATED (SEE ITEM 13) 12/08/2008

CODE 808376193 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:  
D. OTHER (Specify type of modification and authority)  
X FAR 52.232-22 Limitation of Funds (APR 1984)

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 Page 3.

Account code: EY874814N Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225  
Object Class 25102 Program 1111723 Project 0004720 WFO 0000000 Local Use 0000000  
Quantity: 0 Amount: -\$250,000.00 Percent: -.27827 Subject To Funding: N Payment Address:

Account code: EY874814N Fund 01250 Appr Year 2021 Allottee 36 Reporting Entity 410225  
Object Class 25102 Program 1111723 Project 0004720 WFO 0000000 Local Use 0000000  
Quantity: 0 Amount: \$250,000.00 Percent: .00768 Subject To Funding: N Payment Address:  
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) Philip J. Breidenbach President and Project Manager  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia T. Strowbridge

15B. CONTRACT OFFEROR (Signature of person authorized to sign)  
15C. DATE SIGNED 10/26/2020  
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) Cynthia Strowbridge  
16C. DATE SIGNED 10/27/2020

Previous edition unusable

**SF30 Block 14**

- A. The purpose of this modification is to align funding on the contract.
- B. Funds in the amount of \$250,000.00 are hereby obligated to CLIN 00002, increasing it from \$2,721,064,024.69 to \$2,721,314,024.69.
- C. Funds in the amount of \$250,000.00 are hereby deobligated from CLIN 00008, decreasing it from \$37,142,000.00 to \$36,892,000.00.
- D. Paragraph B.4 entitled, "Limitation of Funds" remains unchanged. The total obligated amount of \$5,937,010,874.90 is allocated as follows:

CLIN 00001	\$2,765,033,072.42
CLIN 00002	\$2,721,314,024.69
CLIN 00004	\$199,684,830.70
CLIN 00005	\$18,107,750.71
CLIN 00006	\$64,740,068.38
CLIN 00007	\$130,389,128.00
CLIN 00008	\$36,892,000.00
CLIN 00011	\$75,000.00
CLIN 00012	\$775,000.00

- E. All other terms and conditions remain unchanged.

2. AMENDMENT/MODIFICATION NO. 0612  
 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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 SAVANNAH RIVER REMEDIATION LLC  
 Attn: George Westbury  
 Savannah River Site  
 Building 766-H  
 Aiken SC 29808  
 CODE 808376193 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 DE-AC09-09SR22505  
 10B. DATED (SEE ITEM 13)  
 12/08/2008

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. ACCOUNTING AND APPROPRIATION DATA (if required)  
 No change in accounting and appropriations data.

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:  
 D. OTHER (Specify type of modification and authority)  
 X H.12 Government Furnished Services and Items

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 replace the Government Furnished Services and Items (GFS/I) list with a revised GFS/I List.  
 B. The attached GFS/I list replaces the old GFS/I list incorporated by Modification 565 under Part III- List of Documents, Exhibits, and Other Attachments, Section J- List of Attachments, Appendix L- Government Furnished Services and Items (GFS/I).  
 C. 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) Philip J. Breidenbach President and Project Manager  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia T. Strowbridge  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED 11/12/2020  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED 11/13/2020  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
<p><b>1. Government Controlled Data Systems/Infrastructure.</b> The Contractor shall support Department of Energy (DOE) Environmental Management (EM) by performing infrastructure support as described in Section C, Statement of Work (SOW), and the Contract Performance Baseline (CPB).</p>	<p>DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities.</p>	<p>DOE will ensure the following systems are available to the Contractor throughout the period of performance of this Contract:</p> <ol style="list-style-type: none"> <li>1. Computerized Accident/Incident Reporting System (CAIRS).</li> <li>2. Integrated Planning Accountability and Budget System (IPABS).</li> <li>3. Facility Information Management System (FIMS).</li> <li>4. Non-Compliance Tracking System (NTS) database.</li> <li>5. Occurrence Reporting and Processing System (ORPS).</li> <li>6. Foreign Access Central Tracking System (FACTS) database.</li> <li>7. Federal Telephone System Access.</li> <li>8. Condition Assessment Information System (CAIS).</li> <li>9. iBenefits</li> <li>10. High Performance Computing license server for PORFLOW™ modeling software and file disk storage.</li> </ol>
<p><b>2. Conduct of Documentation.</b> The Contractor shall submit documentation, reports, etc., to DOE during performance of the activities in the Section C, SOW, as described in the CPB.</p>	<p>DOE shall provide comments and/or approval of documentation, reports, etc.</p>	<p>DOE will use its best efforts to provide comments and/or approval of documentation, reports, etc., in a timely manner. Typical response times are shown below. If DOE cannot provide comments or approval within the typical response times, DOE will, at a minimum, provide status. Including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Project Baseline: 30 business days.</li> <li>2. Baseline Changes: 30 business days.</li> <li>3. Regulatory Submittals (except for the Resource Conservation and Recovery Act (RCRA) Part B Permit Application): 30 business days.</li> <li>4. General Correspondence: 5 business days.</li> <li>5. Project Plans: 20 business days.</li> <li>6. Safety Basis Documents: 30 business days, unless otherwise noted. These include: <ol style="list-style-type: none"> <li>a. Documented Safety Analysis (DSA).</li> <li>b. Preliminary DSA. <ol style="list-style-type: none"> <li>i. Safety Design Strategy (SDS), Conceptual Safety Design Report CSDR – 90 days</li> <li>ii. Preliminary Safety Design Report (PSDR) - 60 days</li> </ol> </li> <li>c. Technical Safety Requirements (TSR)</li> <li>d. Safety Basis Change.</li> <li>e. Annual Update to DSA.</li> <li>f. Unreviewed Safety Question or Justification for Continued Operations</li> <li>g. Authorization Agreements</li> <li>h. Evaluation of the Safety of the Situation (ESS)</li> </ol> </li> </ol>



**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
		<ol style="list-style-type: none"> <li>7. Health and Safety Plan: 30 business days</li> <li>8. Annual Update to the Risk Management Plan per DOE Order 413.3B: 30 business days.</li> <li>9. Liquid Waste System Plan: 30 business days.</li> <li>10. Contract deliverables per Contract DE-AC09-09SR22505 including Part III, Section J, Appendix M, Deliverables, and Contract deliverables included in Section H, Special Contract Requirements, and Contract Section I, Contract Clauses: 30 business days, unless otherwise defined within the Contract.</li> <li>11. Critical Decision (CD) Packages: 30 days.</li> </ol>
<p><b>3. Tank Farms and Effluent Treatment Project (ETP).</b> Contractor shall support DOE EM by implementing execution strategies for Base Operations in order to achieve Contract Part I, Section C, SOW, and Section H.50, Performance Requirements 1.a. and 1.b, as described in the CPB. The Contractor shall submit working drafts of documentation, reports, etc., to DOE during performance of these Base Operation activities.</p>	<p>DOE shall provide concurrence of technical requirements, strategies, plans, etc., review/comment and/or approval of documentation, receipt of DOE Headquarters (HQ) and other outside agency comments/approval, and products and services from other Site entities, etc.</p>	<p>DOE will use its best efforts to provide comments, concurrence and/or approval of documentation, reports, etc., in a timely manner.</p> <ol style="list-style-type: none"> <li>1. Obtain ETP 8H Basin Sampling System Industrial Wastewater Treatment Facility Construction Permit when the revised Savannah River Site (SRS) National Pollutant Discharge Elimination System (NPDES) Permit is issued.</li> <li>2. Tank Closure Cesium Removal (TCCR) – 1A (Feeding Tank 9 materials through the TCCR Unit 1 Equipment) <ol style="list-style-type: none"> <li>a. Approval of TCCR-1A DSA (Safety Evaluation Report (SER)).</li> <li>b. Obtain South Carolina Department of Health and Environmental Control (SCDHEC) approval for TCCR 1A operation in accordance with TCCR Industrial Wastewater Treatment Facility Construction and Operating Permit</li> </ol> </li> <li>3. Provide Site Management &amp; Operating (M&amp;O) contractor Service Level Agreements/Functional Service Agreements (SLA/FSA) and Site Steam Generator services necessary to support Tank Farms/ETP operations and maintenance relative to performance expectations, e.g., steam, 299H ventilation, lab services, etc.</li> <li>4. Provide timely Savannah River National Laboratory (SRNL) scope performance to support operations, qualification of sludge/salt batches and to support Performance Evaluation and Measurement Plan (PEMP) milestones.</li> </ol>

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
<p><b>4. Defense Waste Processing Facility (DWPF) and Glass Waste Storage Building (GWSB) Operations.</b> Contractor shall support DOE EM by implementing execution strategies for Base Operations in order to achieve Contract Part I, Section C, SOW, C.1.2.1 and C.1.3.2, and Section H.50, Performance Requirements 1.a. and 1.b, as described in the CPB. The Contractor shall submit working drafts of documentation, reports, etc., to DOE during performance of these Waste Treatment Base Operations activities.</p>	<p>DOE shall provide concurrence of technical requirements, strategies, plans, etc., review/comment and/or approval of documentation, receipt of DOE-HQ and other outside agency comments/approval, and products and services from other Site entities, etc.</p>	<p>DOE will use its best efforts to provide comments, concurrence and/or approval of documentation, reports, etc., in a timely manner.</p> <ol style="list-style-type: none"> <li>1. Provide timely SRNL scope performance to support PEMP Program Management milestone for advancing the development of the Glycolic DSA.</li> <li>2. Obtain South Carolina Department of Health and Environmental Control (SCDHEC) approval for Minor Source Construction Air Permit Application</li> <li>3. DOE approval (i.e., Safety Evaluation Report (SER)) of Interim and Final Glycolic Flowsheet Design Safety Analysis (DSA)</li> <li>4. Provide Site M&amp;O SLA/FSA, Site Diesel Services and Site Steam Generator services necessary to support DWPF and GWSB operations and maintenance relative to performance expectations, e.g., steam, lab services, diesel generators, etc.</li> <li>5. Provide timely SRNL scope performance of sample analysis for sludge and salt batch qualifications.</li> </ol>
<p><b>5. Waste Removal and Tank Closure.</b> The Contractor shall support DOE EM by implementing execution strategies for waste removal and tank closure in order to achieve Contract Part I, SOW, Section C.1.1, and Section H.50, Performance Requirements 1.a. and 1.b to operationally close non-compliant tanks, as described in the CPB. The Contractor shall submit working drafts of documentation, reports, etc., to DOE during performance of these waste removal and tank closure activities. Since many of these are large, unique, one- of-a-kind documents, plans, reports, etc. advance/early participation with DOE and/or regulatory agencies is warranted. This includes the ability to “scope” these documents, plans, reports, etc.</p>	<p>DOE shall provide concurrence of technical requirements, strategies, plans, etc., review/comment and/or approval of documentation, receipt of DOE-HQ and other outside agency comments/approval, and products and services from other Site entities, etc.</p>	<p>DOE will use its best efforts to provide comments, concurrence and/or approval of documentation, reports, etc., in a timely manner. Typical response times are shown below. If DOE cannot provide comments or approval within the typical response times, DOE will at a minimum provide status. Including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Performance Assessment (PA): 85 business days</li> <li>2. Waste Determination Basis: 45 business days</li> <li>3. Waste Determination: 45 business days</li> <li>4. General Closure Plan: 45 business days (If Necessary)</li> <li>5. Tier 1 Closure Plan: 45 business days (If Necessary)</li> <li>6. Tier 2 Closure Plan: 20 business days</li> <li>7. Closure Module including Special Analysis: 45 business days</li> <li>8. Radioactive Waste Management Basis: 30 business days</li> <li>9. Continue support from SRNS Area Completion Projects (ACP) on scoping meeting for the interim closure of ancillary structures in the F-Tank Farm Facility (FTF).</li> <li>10. Provide timely SRNL scope performance to support operations, qualification of sludge/salt batches and to support PEMP milestones.</li> </ol>
<p><b>6. Saltstone Processing Facility and Disposal Facility (SPF and SDF).</b> The Contractor shall support DOE EM by</p>	<p>DOE shall provide concurrence/resolution of technical requirements,</p>	<p>DOE will use its best efforts to provide comments, concurrence and/or approval of documentation, reports, etc., in a timely manner. Typical response times are</p>

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
<p>implementing execution strategies at the SPF and SDF to achieve (a) Section H.50, Performance Requirements 1.a. and 1.b to operationally close non-compliant tanks, (b) Section C, SOW, C.1.2.4, Saltstone Facility Operations, and (c) Section C, General Contract End State Requirement, for vault construction at the SDF conducted in full support of the sustained disposal of low-level waste at the SDF, as described in the CPB.</p>	<p>strategies, plans, etc., review/ comment and/or approval of documentation, receipt of DOE-HQ and other outside agency comments/approval, and products and services from other Site entities, etc.</p>	<p>shown below. If DOE cannot provide comments or approval within the typical response times, DOE will, at a minimum, provide status.</p> <ol style="list-style-type: none"> <li>1. Including but not limited to: <ol style="list-style-type: none"> <li>a. Performance Assessment (PA): 85 business days</li> <li>b. Waste Determination Basis: 45 business days</li> <li>c. Waste Determination: 45 business days</li> <li>d. General Closure Plan: 45 business days (If Necessary)</li> <li>e. Tier 1 Closure Plan: 45 business days (If Necessary)</li> <li>f. Tier 2 Closure Plan: 20 business days</li> <li>g. Closure Module including Special Analysis: 45 business days</li> <li>h. Radioactive Waste Management Basis: 30 business days</li> <li>i. Continue support from SRNS Area Completion Projects (ACP) on scoping meeting for the interim closure of Saltstone Disposal Unit (SDU) Vault 4 (as needed)</li> </ol> </li> <li>2. Saltstone Disposal Unit (SDU) 7: <ol style="list-style-type: none"> <li>a. Department of Energy-HQ to provide approval of CD-4; July 2021.</li> <li>b. Approve Safety Basis Document changes associated with fill height recovery.</li> <li>c. Review/approval of Safety Design Strategy (SDS) associated with SDU Exhaust ventilation.</li> </ol> </li> <li>3. SDU 10-12: DOE HQ to approve CD 2/3 to allow site works in FY 2022.</li> <li>4. Continued operation of SPF/SDF to meet contractual and PEMP performance requirements</li> <li>5. Obtain SCDHEC approval to place SDU 7 into waste disposal operations.</li> <li>6. Approve Rev. 0 of the SDF PA and update the Disposal Authorization Statement (DAS) with any needed changes.</li> <li>7. Submit the PA, Rev. 0, to the NRC for monitoring plan updates.</li> <li>8. Provide Site M&amp;O SLA/FSA and Site Steam Generator services necessary to support SPF and SDF operations and maintenance relative to performance expectations, e.g., steam, lab services, etc.</li> <li>9. Provide timely SRNL scope performance to support operations, qualification of salt batches, and to support PEMP milestones.</li> </ol>

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

<p><b>7. Salt Waste Processing Facility (SWPF).</b> The Contractor shall support DOE EM in accordance with Section C, SOW, C.1.3.4, SWPF Interface and Coordination.</p>	<p>DOE shall provide concurrence of technical requirements, strategies, plans, etc., review/comment and/or approval of documentation, receipt of DOE-HQ and other outside agency comments/approval, and products and services from other Site entities, etc.</p>	<p>DOE will use its best efforts to provide comments, concurrence and/or approval of documentation, reports, etc., in a timely manner. GFS/Is in support of SWPF start of hot commissioning:</p> <ol style="list-style-type: none"> <li>1. Provide timely SRNL scope performance to support operations qualification of salt batches and to support PEMP milestones.</li> <li>2. Support SWPF to LW Transition Planning.</li> </ol>
--	--	---

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
<p><b>8. Permit Use.</b> The Contractor shall perform in accordance with required local, state and federal permits to achieve Section H.50, Performance Requirements, and Section C, SOW, and the General Contract End State Requirements, as described in the CPB.</p>	<p>DOE shall forward permits as required by the Contractor to perform work scope and as identified in approved project schedules.</p>	<p>DOE will use its best efforts to provide comments, concurrence and/or approval of documentation, reports, etc., in a timely manner to support permitting for the Liquid Waste Program Contract (DE-AC09-09SR22505), related SCDHEC Domestic Water, Sanitary Sewer and Industrial Waste Water (IWW) Permit, including but not limited to:</p> <p><b><u>Domestic Water Permits</u></b></p> <ol style="list-style-type: none"> <li>1. M0013 (221-S Safety Shower Nitric Acid Tank)</li> <li>2. M0053 (221-S Safety Shower Laboratory)</li> <li>3. 401118 (241-102H)</li> <li>4. M0075 (No Operations Permit) (241-102H)</li> <li>5. G0048 (241-122H (H-Construction Craft))</li> <li>6. M0084E1 (241-2H)</li> <li>7. G0046 (512-8S (ARP Restroom))</li> <li>8. LS-106-W (512-S)</li> <li>9. M0025-R2 (512-S)</li> <li>10. LS-60-W (704-S)</li> <li>11. 209454 (905-96T)</li> <li>12. LS-61-W (980-S)</li> <li>13. 202915 (Construction Area)</li> <li>14. LS-232-W (DWPF Trailers/Offices)</li> <li>15. 212745 (DWPF Wells 905-1/905-2)</li> <li>16. LS-233-W (ETF 704-46H)</li> <li>17. G0086 (ETF 704-46H)</li> <li>18. 412917 (ETF Construction / 241-81 H)</li> <li>19. LS-187-W (ETF F-Lift Station)</li> <li>20. 411357 (ETF H-Lift Station)</li> <li>21. LS-91006 (ITP Fire Tank)</li> <li>22. LS-91005 (ITP Fire Tank)</li> <li>23. LS-91007 (Replacement High Level Waste Evaporator, RHLWE)</li> <li>24. 402186 (S-Area)</li> <li>25. G2047E1 (SWPF)</li> <li>26. 402925-R1 (Temp Construction Buildings)</li> <li>27. 400737 (Z-Area Pump/Storage Tank)</li> </ol> <p><b><u>Sanitary Sewer Permits</u></b></p> <ol style="list-style-type: none"> <li>1. 14443 (241-102H)</li> </ol>

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
		<ol style="list-style-type: none"> <li>2. 17955-IW (241-102H)</li> <li>3. 17676-IW (241-2H)</li> <li>4. 10236 (241-58H)</li> <li>5. Grandfathered (241-F Septic Tank/Tile Field)</li> <li>6. 13291 (512-S)</li> <li>7. Grandfathered (704-46H Septic Tank / Tile Field)</li> <li>8. 17273-IW (704-49S)</li> <li>9. 10499 (DWPF (200-S))</li> <li>10. 10314 (DWPF Construction Site)</li> <li>11. LS-134-S (DWPF Sewer Line Mod)</li> <li>12. 19157-IW (SWPF)</li> <li>13. 02-91040041 Office Building (5002-H now 704-56H)</li> <li>14. 13717 (831-1Z (Septic Tank) and 831-2Z (Tile Field))</li> <li>15. 2019090039 (Septic Tank – Z-Area Trailers)</li> </ol> <p><b><u>Industrial Waste Water Permits</u></b></p> <ol style="list-style-type: none"> <li>1. 17424-IW (F-Area Tank Farm)</li> <li>2. 14379 (ETF H-16 Diffuser)</li> <li>3. 16119 (ETF pH Adjustment System)</li> <li>4. 17424-IW (H-Area Tank Farm)</li> <li>5. 17980-IW (Maintenance Facility (299-H))</li> <li>6. 18833-IW (ETF (241-81H))</li> <li>7. 19037-IW (MCU Phase I (241-278H))</li> <li>8. 19094-IW (MCU Phase II (511-S and 512-S Jumpers))</li> <li>9. 19169-IW (Enhanced ARP (241-96H))</li> <li>10. 11411 (DWPF Treated Effluent Line)</li> <li>11. 11413 (DWPF Chemical Treatment Facility (980-S))</li> <li>12. 16783 (DWPF Vitrification Facility (221-S))</li> <li>13. 18793-IW (ARP Facility (512-S))</li> <li>14. 18944-IW (Waste Tank Mock-up Facility and Retention Basin (678-5T))</li> <li>15. 18801-IW (SPF (210-Z))</li> <li>16. 19219-IW (SWPF)</li> <li>17. 19379-IW (SPF Additional Storage Tanks and Enhanced Low Activity Waste Disposal Modifications)</li> <li>18. 19383-IW (ETP Additional Storage Tank)</li> <li>19. 19387-IW (H-Area Caustic Storage Tank)</li> </ol>

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - LIST OF ATTACHMENTS**  
**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**  
**Advance Projection of FY 2021 Government Furnished Services/Items (GFS/I)**

Scope	Requirement	GFS/I
		<p>20. 19673-IW (H-Basin Discharge Tie-in to ETP Treated Water Line)  21. 19688-IW (H-16 Sample Station Relocation)  22. 20150-IW (TCCR – Phase I)  23. 20237-IW SWPF East &amp; West Waste Transfer Lines Tie-In</p> <p><b><u>Industrial Solid Waste Landfill Permits</u></b></p> <p>1. 025500-1603 (Class 3, Z-Area SDF)</p> <p>Other LW Program Contract (DE-AC09-09SR22505) related permits where the permittee and/or delegated authority may be DOE-SR, Site M&amp;O, and/or others, such as Air Permits for Radiological, Toxic and Criteria Pollutants and Resource Conservation and Recovery Act of 1976 (RCRA)/WAC-173-303 permits, and other permits as required for construction and operation of LW facilities.</p>
<p><b>9. SRS Computing.</b> The Contractor shall execute performance utilizing government-owned SRS computing infrastructure and all related software applications to achieve Section H.50, Performance Requirements, and Section C, SOW and the General Contract End State Requirements, as described in the CPB.</p>	<p>DOE shall provide use of and support for Government-owned SRS computing infrastructure and all related software applications.</p>	<p>DOE shall provide use of and support for government-owned SRS computing infrastructure and all related software applications, including but not limited to: Site Tracking, Analysis, &amp; Reporting System (STARS), Lotus Notes, Outlook, InSite, PeopleSoft, Procurement Cycle System (PCS), Field Material Tracking System (FMTS), Asset Management Information System (AMIS), Open Range and Passport.</p>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 0613	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 REMEDIATION LLC Attn: George Westbury Savannah River Site Building 766-H Aiken SC 29808		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 808376193	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505	10B. DATED (SEE ITEM 13) 12/08/2008

**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. ACCOUNTING AND APPROPRIATION DATA (If required)**

No change in accounting and appropriation data.

**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) Mutual Agreement of the Parties

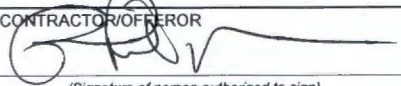
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

**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) Philip J. Breidenbach President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Angela S. Morton
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/5/2020
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable



**SF30 Block 14**

- A. The purpose of this modification is to revise the Total Estimated Cost and Available Fee of the contract to address the FY21 Provisional Fringe Benefits Rate Request for Equitable Adjustment (REA) submitted on October 15, 2020.
- B. The total estimated cost for the one (1) year plus three (3), four (4) -month options extension period is hereby increased by \$3,687,320.00, changing it **FROM:** \$1,381,643,824.00 **TO:** \$1,385,331,144.00.
- C. The total available fee for the one (1) year plus three (3), four (4) -month options extension period is hereby increased by \$268,786.00, changing it **FROM:** \$100,279,372.00 **TO:** \$100,548,158.00.
- D. As a result of the adjustment, the total estimated Base and Exercised Options Value of the Contract is increased by \$3,956,106.00, changing it **FROM:** \$7,498,710,069.54 **TO:** \$7,502,666,175.54.
- E. The following paragraphs in Section B.2(c) are hereby revised to read as follows:

(13) The Total Estimated Cost for the 1- year extension, **October 1, 2020 through September 30, 2021**, is \$603,143,195.00.

(14) The total available fee for the 1- year extension, **October 1, 2020 through September 30, 2021**, is \$44,029,453.00.

(14.1) \*Extension 5 – Four-Month Option Period 1

**October 1, 2021 through January 31, 2022**

(CLIN 00002/Sub-CLIN 1001)

(1) The Total Estimated Cost for Option Period 1 is \$226,057,835.00.

(2) The total available fee for Option Period 1 is \$16,502,222.00.

(14.2) \*Extension 5 – Four-Month Option Period 2

**February 1, 2022 through May 31, 2022**

(CLIN 00002/Sub-CLIN 1002)

(1) The Total Estimated Cost for Option Period 2 is \$264,062,021.00.

(2) The total available fee for Option Period 2 is \$19,276,528.00.

(14.3) \*Extension 5 – Four-Month Option Period 3

**June 1, 2022 through September 30, 2022**

(CLIN 00002/Sub-CLIN 1003)

(1) The Total Estimated Cost for Option Period 3 is \$274,373,413.00.

(2) The total available fee for Option Period 3 is \$20,029,259.00.

*Items 15 through 20 are not authorized until approved by the Contracting Officer:*

(15) The Total Estimated Cost for CLIN 00011 - Implement NGS at SWPF – Phase 2 Chemical Procurements, **October 1, 2020 through September 30, 2021** is

\$5,408,278.00.

(16) The total available fee for CLIN 00011 – Implement NGS at SWPF – Phase 2 Chemical Procurements, **October 1, 2020 through September 30, 2021**, is \$210,923.00.

(17) The Total Estimated Cost for CLIN 00012 – SWPF Transition to Liquid Waste – Phase 2 Long Lead Materials & Equipment, **October 1, 2020 through September 30, 2021**, is \$9,514,060.00.

(18) The total available fee for CLIN 00012 – SWPF Transition to Liquid Waste – Phase 2 Long Lead Materials & Equipment, **October 1, 2020 through September 30, 2021**, is \$380,562.00.

(19) The Total Estimated Cost for CLIN 00013 – SWPF Transition to Liquid Waste – Phase 3 Facility Transition, **October 1, 2020 through September 30, 2021**, is \$2,772,341.00.

(20) The total available fee for CLIN 00013 – SWPF Transition to Liquid Waste – Phase 3 Facility Transition, **October 1, 2020 through September 30, 2021**, is \$119,211.00.

F. In consideration of the modification agreed to herein as complete equitable adjustments for SRR Letter No. SRR-CAA-2020-00343, “CONTRACT DE-AC09-09SR22505 - SUBMITTAL OF FISCAL YEAR (FY) 2021 PROVISIONAL FRINGE BENEFITS RATE REQUEST FOR EQUITABLE ADJUSTMENT (REA) FOR APPROVAL”, 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 SRR Letter No. SRR-CAA-2020-00343.

G. All other terms and conditions remain unchanged.