The following changes are made as a result of this modification:

I. PART I – *The Schedule*, SECTION B – *Supplies or Services and Prices/Costs*, Clause B-2, *CONTRACT TYPE AND VALUE*, Paragraph (c), Table 2 – CLIN 0002 Strategic Partnership Projects (SPP), is modified to add the FY2021 Estimated Cost and Fixed Fee amounts as follows:

Contract Period	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
Base Term (October 1, 2020 - September 30, 2021)	$51,798,561	$ 2,201,439	$ 54,000,000

II. PART II – *Contract Clauses*, SECTION I – *Contract Clauses*, is modified as follows:

1. The TABLE OF CONTENTS is modified by updating the "Date of Clause" for Clause I-1B as set forth below.

I-1B FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

2. PARAGRAPH A. – *FAR Clauses Incorporated by Reference*, is modified by updating the "Date of Clause" for the clauses set forth in the table below.

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Jun 2020
52.203-14	Display of Hotline Poster(s) *(b)(3) Required poster is: 'DOE Hotline Poster* http://energy.gov/ig/downloads/office-inspector- general-hotline-poster'	Jun 2020
52.203-16	Preventing Personal Conflicts of Interest (CLASS DEVIATION MAR 2018)	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	Jun 2020

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jun 2020
52.210-1	Market Research	Jun 2020
52.215-2	Audit and Records -- Negotiation	Jun 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications	Jun 2020
52.215-23	Limitations on Pass-Through Charges	Jun 2020
52.219-9	Small Business Subcontracting Plan, *Alt II (Nov 2016)*	Jun 2020
52.222-17	Nondisplacement of Qualified Workers	Jun 2020
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers With Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.230-2	Cost Accounting Standards	Jun 2020
52.244-2	Subcontracts, Alternate I (Jun 2020)	Jun 2020
52.244-6	Subcontracts for Commercial Items	Aug 2020

3. PARAGRAPH C. – *FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT*, is modified by updating Clause I-1B as set forth below.

I-1B FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by

any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

III. PART III – *List of Documents, Exhibits, and Other Attachments*, SECTION J – *List of Attachments,* is modified as follows:

1. **APPENDIX B, PERFORMANCE EVALUATION & MANAGEMENT PLAN (PEMP), is modified by deleting the existing plan and inserting the FY2021 PEMP included as Attachment 2 to this modification.**

2. APPENDIX F – *List of Applicable Directives*, is modified as set forth below.

A. Delete the following directives:

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE
DOE	O	140.1	5/14/2018	Interface with the Defense Nuclear Facilities Safety Board
DOE	O	227.1A	12/21/2015	Independent Oversight Program
NFO	O	421.X1 Rev 1	4/18/2017	Nuclear Facility Safety Management
DOE	O	452.2E	1/26/2015	Nuclear Explosive Safety
DOE	O	452.7	5/14/2010	Protection of Use Control Vulnerabilities and Designs

B. Add the following directives:

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	140.1A	6/15/2020	Interface with the Defense Nuclear Facilities Safety Board	0085
DOE	O	227.1A Chg 1	1/21/2020	Independent Oversight Program	0085
NFO	O	421.X1 Rev 2	5/4/2020	Nuclear Facility Safety Management NOTE: *Full implementation to be accomplished no later than January 31, 2021 for CRD paragraphs 1. and 5a.*	0085
DOE	O	452.2F	7/27/2020	Nuclear Explosive Safety NOTE: *Full implementation to be accomplished no later than January 31, 2021*	0085
DOE	O	452.7 Chg 1 (Admin Chg)	5/29/2020	Protection of Use Control Vulnerabilities and Designs	0085
NNSA	SD	471.6	12/26/2019	Operations Security Program NOTE: *Full implementation of CRD paragraphs 5.b. and 5.m will be accomplished upon receipt of additional funding to support the hiring of an additional FTE*	0085

C. In order to correct an administrative error when the directive was last updated, the entry for DOE O 443.C is changed to read as follows:

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	443.1C	11/26/2019	Protection of Human Research Subjects	0085

D. In order to administratively correct the date of the directive and to remove an unneeded implementation annotation, the entry for DOE O 144.1 Admin Chg 1 is changed to read as follows:

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	144.1 Admin Chg 1	11/06/2009	Department of Energy American Indian Tribal Government Interactions and Policy	0085

3. APPENDIX H – KEY PERSONNEL, is modified by deleting the existing table and inserting the table below.

Name	Position
Mark Martinez	President
Roger Rocha	Vice President & Chief Operating Officer
J.C. Wallace	Senior Director, Stockpile Experimentation and Operations (SEO)
Bart Jones	Senior Director, Global Security
Dave Corbett	Senior Director, Infrastructure
Doug Dearolph	Senior Director, Mission Assurance and SIE
David Feather	Senior Director, Business Operations
Mark J. Krauss	Senior Director, Stockpile Operations & EM Program
Craig Wuest	Senior Director, Mission Development

4. APPENDIX I – *Small Business Subcontracting Plan and Small Business Participation*, is modified by deleting the Base Contract Term YEAR 4 information contained in the *Subcontracting Plan Template* and replacing it with the text and table set forth below.

Base Contract Term YEAR 4: 01-OCT-2020 THROUGH 30-SEPT-2021
Approximate Contract Period Value: $426,647,644.00
Total Value of all planned subcontracting: $200,000,000.00

Base Contract Period	(%) Total Planned Subcontracting dollars	(%) Total Contract Dollars *(If required by CO)*	Notes
s. SB:	72%	28%	(Includes HUBZone SB, SDB, WOSB, VOSB, SDVOSB, ANCs, and Indian tribes when applicable.)
t. VOSB:	12%	5%	
u. SDVOSB:	4%	2%	
v. HUBZone:	3%	1%	
w. SDB:	10%	4%	(Includes ANCs and Indian tribes)
x. WOSB:	10%	4%	

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

(END OF MODIFICATION)