AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	Page 1 of 8 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M488	**See Block 16C**		

6. ISSUED BY CODE
U.S. Department of Energy
National Nuclear Security Administration
Sandia Site Office (MS 0184)
P.O. Box 5400
Albuquerque, NM 87185-5400

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, state, ZIP Code)*
Sandia Corporation
P. O. Box 5800
Albuquerque, NM 87185

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC04-94AL85000

10B. DATED *(SEE ITEM 13)*
October 1, 1993

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 as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO *(Specify authority)*: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(Such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **The Department of Energy Organization Act, 42 U.S.C. § 7101 et seq. and the National Nuclear Security Administration Act, 50 U.S.C. § 2401 et seq.**
	D. OTHER *(Specify type of modification and authority)*:

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to update Section I and Appendix E (Attachment 1).

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Steven Bauck, Manager **Corporate Contract Management** **Sandia Corporation**	**James Pohorence, Contracting Officer** **M&O Contracting Branch, NA-APM-131**

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY Steven Bauck *(Signature of person authorized to sign)*	11/14/13	BY *(Signature of Contracting Officer)*	11/14/13

1. Section I, Contract Clauses, are revised as follows:

Replace I-75 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, OR INCENTIVES-FACILITY MANAGEMENT CONTRACTS (AUG 2009) with DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES-FACILTY MANAGEMENT CONTRACTS (AUG 2009) (DEVIATION)

(a) General.

(1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon—

(i) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.

(3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.

(4) If the Contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.

(b) Reduction Amount.

(1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the Contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects

continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.

(ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.

(iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the Contracting Officer or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

(iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(v) At the end of the contract—

(A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or

(B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(c) Environment, Safety and Health (ES&H). Performance failures occur if the Contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in DOE Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 231.1-2 requirements; or internal oversight of DOE Order 440.1A requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program

(SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(End of Clause)

2. Appendix E, *Small Business Subcontracting Plan for Sandia Corporation*, is hereby revised and superseded in its entirety by Attachment 1 to this modification.

---------- End of Modification ----------

Part III - Section J
Appendix E

Small Business Subcontracting Plan for Sandia Corporation

Period of October 1, 2003 through September 30, 2013

This Small Business Subcontracting Plan is submitted by Sandia Corporation (Sandia) in accordance with Section 8(d) of Public Law 95-507. It is established between Sandia and the Department of Energy (DOE) National Nuclear Security Administration (NNSA) under Prime Contract Number DE-AC04-94AL85000.

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III. OUTREACH EFFORTS
IV. SUBCONTRACTING PLAN FLOWDOWN
V. REPORTS AND SURVEYS
VI. RECORDS AND PROCEDURES

I. GOALS

A. BREAKDOWN AND PERCENTAGES

Sandia's proposed Goals for Small Business concerns (SB), Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), HUBZone Small Business concerns (HUBZone SB), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB), shall be submitted in writing to the Contracting Officer. The negotiated Goals will be incorporated into this Plan annually by letter, and will not require contract modification.

Subcontracts awarded to an Alaska Native Corporation (ANC) or Indian Tribe (IT) concerns shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or IT.

Where one or more subcontractors are in the subcontract tier between Sandia and the ANC or IT, the ANC or IT shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(1) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or IT.

(2) If the ANC or IT designates more than one Contractor to count the subcontract towards its goals, the ANC or IT shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(3) The ANC or IT shall give a copy of the written designation to the Contracting Officer, to Sandia, and the subcontractors in between Sandia and the ANC or IT within 30 days of the date of the subcontract award.

If the Contracting Officer does not receive a copy of the ANC or the IT written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or IT will be considered the designated Contractor.

The proposed Goals shall be based upon an established percentage of estimated commercial entities purchases, which will be derived from the current fiscal year budget. In the event that there is a significant funding reduction for a specific program/project at Sandia, Sandia shall be allowed to submit a request for goal adjustment. The request will be supported by a detailed justification and signed by the Manager of the Small Business Utilization Department. Goals may be changed/re-negotiated with the approval of the Contracting Officer.

Goals for the utilization of SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB subcontractors shall be submitted as follows unless otherwise requested by the Contracting Officer:

(1) Total Commercial Procurement dollars available for Subcontracting Concerns
(2) Total dollars and percentage planned to be subcontracted to SB (including ANC and Indian Tribes)
(3) Total dollars and percentage planned to be subcontracted to SDB (including ANC and Indian Tribes)
(4) Total dollars and percentage planned to be subcontracted to WOSB
(5) Total dollars and percentage planned to be subcontracted to HUBZone SB
(6) Total dollars and percentage planned to be subcontracted to VOSB
(7) Total dollars and percentage planned to be subcontracted to SDVOSB

3. EXCEPTIONS

Sandia's proposed Goals for SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB shall not include the following:

(1) Subcontracts involving performance outside the United States or its outlying area.
(2) Purchases from a corporation company, or subdivision that is an affiliate of Sandia.

C PRODUCTS AND METHODOLOGY

(1) Principal Products and Services

The principal products and services to be obtained in support of this Plan are those generally associated with a multi-program science and engineering laboratory. SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB will generally supply a significant portion of the goods and services purchased. Examples of commodities are as indicated below:

Laboratory Equipment
Specialty Promotional Items
Construction/Renovation
Safety Equipment
Office Supplies & Furniture
Mechanical Subassemblies
Engineering Services & Supplies
Chemicals & Adhesives
Computer Supplies & Equipment
Media Services & Supplies
Tools
Electronics
Electrical Components & Assemblies
Services
Clothing
Computer & Office Supplies

(2) Methodology for Determining Subcontracting Goals

Annual goals are developed based upon the previous years' records and experience as well as our acquisition forecasts for the next year. The anticipated needs and programs for the current year are also taken into consideration.

(3) Methodology for Identification of Suppliers

Sandia National Laboratories Business Opportunities Website: The Business Opportunities Website (BOW) lists current contract opportunities for products and services at Sandia National Laboratories (SNL) exceeding $100,000. Opportunities are listed in accordance with the North American Industry Classification System (NAICS). The website is intended to help firms identify Sandia contract opportunities as early as possible in the procurement process.

Trade Fairs: Sandia will actively participate in Minority Business Opportunity Trade Fairs across the Southwest and the United States. Sandia shall participate in those trade fairs that will be most beneficial to

Sandia's efforts in identifying SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns.

Dynamic Small Business Search: The U.S. Small Business Administration's Dynamic Small Business Search (DSBS) internet database may be used as a source of potential small business suppliers.

System for Award Management: The System for Award Management (SAM) is the primary registrant database for the U.S. Federal Government. SAM collects, validates, stores and disseminates data in support of agency acquisition missions.

Supplier Facility Survey: Sandia buyers, engineers and other support personnel, as required, may visit selected facilities of prospective SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT suppliers to assess their capability, capacity, and potential to provide goods and services to Sandia.

National, Regional, and Local Business Development and Trade Associations - Sandia shall be an active member in those organizations that best meet Sandia's requirements and are of benefit to the supplier community.

Other Sources of Information - Various local, regional and national small, disadvantaged and small business directories and associations

(4) Indirect costs

Indirect costs are not included in the dollars and percentages in subcontracting goals stated above.

II. PROGRAM ADMINISTRATOR

Sandia's Manager of the Small Business Utilization Department is responsible for the administration of this Subcontracting Plan.

Responsibilities of the Manager of Small Business Utilization Department or his designee, include:

- Assure success of the Plan by assisting Procurement in preparing directives and procedures.
- Serve as Sandia's SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT Liaison Officer.

- Search for SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT sources for use by Sandia in proposed competitive procurements expected to exceed $100,000.
- Review Large Business Subcontracting Plans for utilization of SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB subcontracting plans submitted to Sandia in connection with supply and/or service subcontract awards of $650,000 or greater (or $1,500,000 or greater for construction), and assure that such plans are consistent with PL 95-507 requirements.
- Ensure flow down of appropriate clauses in subcontracts.
- Collect and prepare necessary data to submit reports to the Contracting Officer as required.
- Provide statistics to Sandia's management on progress toward established goals and recognition of significant Buyer/Subcontract Specialist success toward achievement of established small business goals.
- Assure inclusion of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT firms in solicitations where appropriate.
- Participate as Sandia's representative in SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT trade fairs, conferences, SBA and Minority Enterprise Development events specifically directed toward offering opportunities for participants to do business with Sandia.
- Serve as Sandia's representative to Business Development and Trade Associations and other appropriate organizations.
- Hold periodic training and other meetings with Sandia Procurement staff on Small Business Utilization Department Socioeconomic Programs.
- Conduct periodic meetings and otherwise communicate with all of the Laboratories' organizational components regarding the Plan's goals and status.
- Support Small Business Administration (SBA) activities.

III. OUTREACH EFFORTS

The following efforts shall be taken to assure that SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT will have an equitable opportunity to compete for subcontracts.

A. External Efforts

Attendance at national and local SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT procurement conferences and trade fairs, including but not limited to:

- Small Minority Expos,
- Small Business Trade Fairs/Conferences,
- Minority Business Enterprise (MBE) Trade Fairs,

- Small & Disadvantaged Business Utilization National Conferences.
- Women Owned Business Conferences.
- Veteran / Service Disabled Veteran Owned Business Conferences
- HUB Zone Conferences.
- ANC and IT Business Events,
- DOE Headquarter Business Opportunity Sessions (BOS)
- Other events as needed

Utilization of publications and directories to identify new SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT sources, including but not limited to

- DSBS and SAM
- National, local, and regional business and trade organization directories.

In some instances, a Sandia engineer or other specialist may assist Procurement conducting an on-site survey of an SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT facility. These technical experts also assist (when needed) during subcontract performance. Sandia will maintain an active membership and representation on the Board of Directors of organizations (when appropriate) that Sandia may partner with for the mutual benefit of Sandia and the supplier community.

Assist SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns whenever possible by counseling them on how to do business with Sandia.

B. Internal Efforts

Procurement activities shall be monitored to evaluate compliance with the Subcontracting Plan.

Procurement activity is monitored on a monthly basis and reports are provided based on various criteria. A monthly-published procurement activity report is distributed to Procurement Management. The utilization of this report allows Procurement to forecast requirements necessary to accomplish Sandia's goals.

Every effort is made to ensure that adequate funding is available for participation in the various small and small business concerns business trade fairs, conferences, board meetings and various outreach/in-reach activities. A separate annual budget is therefore established and approved during the beginning of the fiscal year, to be utilized strictly for socioeconomic outreach activities.

IV. SUBCONTRACTING PLAN FLOWDOWN

Sandia agrees that the Contract's Clause entitled "Utilization of Small Business Concerns" (FAR 52.219-8) will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors except small business, affiliations, and foreign concerns who receive subcontracts in excess of $650,000 or "$1,500,000 for construction of a public facility" will be required to adopt and comply with a Subcontracting Plan similar to this one. Such Plans will be reviewed by comparing them with the provisions of the clause, "Small Business Subcontracting Plan" (FAR 52.219-9), thus assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage and dollar goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT subcontractors, 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 permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

V. REPORTS AND SURVEYS

Sandia shall submit reports to the NNSA, as requested, in a format agreed upon Sandia shall submit electronically into the Electronic Subcontracting Reporting System (eSRS) the semi-annual Individual Subcontracting Reports (ISR) and annual Summary Subcontracting Reports (SSR) and cooperate in any studies or surveys as may be required by the Contracting Officer or the SBA in order to determine the extent of compliance by Sandia with the Subcontracting Plan and with the FAR 52.219-8 *Utilization of Small Business Concerns*, contained in the prime contract, DE-AC04-94AL85000. Sandia shall also ensure that its subcontractors agree to electronically submit Individual Subcontracting Reports (ISRs) and Summary Subcontracting Reports (SSRs).

VI. RECORDS AND PROCEDURES

Sandia shall maintain the following types of records to document compliance with this Subcontracting Plan:

- Procurement data, which is tracked by an automated system that provides historical data, related to each subcontract.
- Records to support other outreach efforts such as attendance at small and minority business procurement conferences and trade fairs.

- Records to support internal activities that guide and encourage buyers to support this Plan, such as workshops, seminars, training programs, award programs, as well as activities designed to evaluate compliance to the Plan.
- Records of organizations contacted in an attempt to locate SB, SDB WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns.
- Records on a contract-by-contract basis that support subcontract award data, which include name and address of subcontractors as well as the size and type of business that received the award.
- Records of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, ANC and IT business concerns.

Sandia will document in each contract award over $150,000 the following.

(1) Whether small business concerns were solicited and if not, why not.

(2) Whether veteran-owned small business concerns were solicited and, if not, why not;

(3) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(4) Whether HUBZone SB small business concerns were solicited and, if not, why not

(5) Whether small disadvantaged business concerns were solicited and if not, why not;

(6) Whether women-owned small business concerns were solicited and if not, why not, and

(7) If applicable, the reason award was not made to a small business concern.

Submitted By Sandia: Sandia Corporation

12-5-12

Donald J. Devoti Date
Manager of the Small Business Utilization Department

Plan Concurred By: NNSA Acquisition Management Division

12-6-12

Gregory F. Gonzales Date
Small Business Program Manager

Accepted by: NNSA Sandia Site Office

Sandra M. Maes 12-11-12

Sandra M. Maes Date
Contracting Officer