

2. AMENDMENT/MODIFICATION NO. <b>M505</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy National Nuclear Security Administration Sandia Site Office (MS 0184) P.O. Box 5400 Albuquerque, NM 87185-5400</b>	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Sandia Corporation P. O. Box 5800 Albuquerque, NM 87185</b>	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)
CODE _____ FACILITY CODE _____	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC04-94AL85000</b> 10B. DATED (SEE ITEM 13) <b>October 1, 1993</b>

**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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<b>X</b>	D. OTHER (Specify type of modification and authority): <b>DOE Organization Act, 42 USC §7101 et seq.; NNSA Act, 50 USC § 2401 et seq.; Clause I-72, DEAR 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000)(Deviation).</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 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: add the Lobbying Restrictions requirements for 2013 to Section H, *Special Contract Requirements*; to update Section I contract clause #91 DEAR 970.5228-1 with July 2013 version; to replace Section J, Appendix G, *List of Applicable Directives and NNSA Policy Letters* (Attachment 1) hereto; and replace Section J, Appendix G-1, *Operating Requirements* (Attachment 2) hereto.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Steven Bauck, Manager Corporate Contract Management, Sandia Corporation</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JoAnn Wright, Contracting Officer Sandia Field Office, NNSA</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
BY <u>Steven C. Bauck</u> (Signature of person authorized to sign)	BY <u>JoAnn Wright</u> (Signature of Contracting Officer)
15C. DATE SIGNED <u>6/24/13</u>	16C. DATE SIGNED <u>6/24/2013</u>

1. Add the following clause in Section H, *Special Contract Requirements*, in support of the Consolidated and Further Continuing Appropriations Act of 2013, enacted March 26, 2013 and the Consolidated Appropriations Act of 2012, enacted December 23, 2011.

**H-43 LOBBYING RESTRICTIONS (CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013)**

The Contractor agrees that none of the funds obligated on this award shall be expended directly or indirectly, to influence congressional action on any legislative or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute or regulation.

2. Replace Section I clause I-91 DEAR 970.5228-1 INSURANCE -- LITIGATION AND CLAIMS (MAR 2002) (DEVIATION) with the following:

**DEAR 970.5228-1 INSURANCE—LITIGATION AND CLAIMS (JUL 2013)**

- (a) The contractor must comply with 10 CFR part 719, Contractor Legal Management Requirements, if applicable.
- (b)
  - (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
  - (2) The contractor may, with the approval of the Contracting Officer, maintain a selfinsurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
  - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
- (c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to selfinsurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an

allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.

- (d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed—
- (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
  - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the clause of this contract entitled “Obligation of Funds.”
- (e) The Government’s liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (f)
- (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgments and settlements—
    - (i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;
    - (ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or
    - (iii) Which were caused by contractor managerial personnel’s—
      - (A) Willful misconduct;
      - (B) Lack of good faith; or
      - (C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would

under the circumstances prevailing at the time the decision to incur the cost is made.

- (2) The term “contractor’s managerial personnel” is defined in the Property clause in this contract.
- (g)
- (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
  - (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
  - (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.
- (h) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or nonreimbursable costs incurred in connection with contract performance.

(End of clause)

- 3. Replace Section J, Appendix G, *List of Applicable Directives and NNSA Policy Letters*, with Attachment 1.
- 4. Replace Section J, Appendix G-1, *Operating Requirements*, with Attachment 2.
- 5. All other terms and conditions remain unchanged.

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

**Part III - Section J**  
**Appendix G**  
**List of Applicable Directives and NNSA Policy Letters**

In addition to the list of applicable directives referenced below, the contractor shall also comply with supplementary directives (e.g., manuals), which are invoked by a Contractor Requirements Document (CRD) attached to a directive referenced below. This List excludes directives that have been granted an exemption from the CRD in whole or in part. For those Directives whereby the Contractor has been granted an exemption from the CRD, the Contractor shall comply only with the Operating Requirements identified in Appendix G-1. Directives identified in Appendix G-1 are for reference purposes only.

Bolded directives have been reviewed by the Joint Operating Requirements Review Board (JORRB).

<b>DIRECTIVE NUMBER</b>	<b>DATE</b>	<b>DOE DIRECTIVE TITLE</b>
APPH Chapter X Revision 10	9/08/98	Accounting Practices & Procedures Handbook Chapter X - Product Cost Accounting
DOE O 130.1	9/29/95	Budget Formulations Process
DOE M 140.1-1B	3/30/01	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	1/13/04	Classified Visits Involving Foreign Nationals
DOE O 142.2A	12/15/06	Safeguards Agreement and Protocol with the International Atomic Energy Agency
DOE M 142.2-1	9/04/08	Manual for the Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	10/14/10	Unclassified Foreign Visits and Assignments Program
DOE O 144.1, Chg 1 dated 11/6/09	1/16/09	Department of Energy American Indian Tribal Government Interactions and Policy
DOE O 150.1	5/8/08	Continuity Programs
DOE O 151.1C	11/02/05	Comprehensive Emergency Management System
DOE O 153.1	6/27/07	Departmental Radiological Emergency Response Assets
DOE N 153.2	8/11/03	Connectivity to National Atmospheric Release Advisory Center (NARAC)
DOE M 200.1-1	2/15/00	Chapter 9 Public Key Cryptography and Key Management
DOE O 205.1B, Admin Chg 1 dated 12/7/12	5/16/11	Department of Energy Cyber Security Program
DOE M 205.1-3, Admin Chg 1 dated 12/20/12	4/17/06	Telecommunications Security Manual <sup>1</sup>
DOE O 206.1	1/16/09	Department of Energy Privacy Program
DOE O 206.2	2/19/13	Identify, Credential, and Access Management (ICAM) <sup>2</sup>
DOE O 210.2A	4/08/11	DOE Corporate Operating Experience Program
DOE O 221.1A	4/19/08	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	2/25/08	Cooperation With The Office of Inspector General
DOE O 225.1B	3/04/11	Accident Investigations
DOE O 226.1B	4/25/11	Implementation of Department of Energy Oversight Policy

<sup>1</sup> Refer to memorandum from NNSA/HQ/NA-IM-10, Subject: *Cable-confined Testing and Transmitter Review Forms (TRF)*, dated 4/25/12, for clarification to TRF completion requirements.

<sup>2</sup> Full implementation of DOE Information System requirements will be achieved after an implementation plan is approved.

<b>DIRECTIVE NUMBER</b>	<b>DATE</b>	<b>DOE DIRECTIVE TITLE</b>
DOE O 227.1	8/30/11	Independent Oversight Program
DOE O 231.1B, Admin Chg 1 dated 11/28/12	6/27/11	Environment, Safety and Health Reporting
DOE O 232.2	8/30/11	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	12/13/10	Scientific and Technical Information Management <sup>3</sup>
DOE O 243.1B	3/11/13	Records Management Program <sup>4</sup>
DOE O 252.1A, Admin Chg 1, dated 3/12/13	2/23/11	Technical Standards Program
DOE O 313.1	11/19/09	Management and Funding of the Department's Overseas Presence
DOE O 350.1, Chg 3 dated 2/23/10	9/30/96	Contractor Human Resource Management Programs (excludes Chapters VIII Contractor Workplace Substance Abuse Programs and IX Employee Assistance Programs due to exemption granted on December 9, 2010, by the NNSA Administrator) <sup>5</sup>
NA SD 350.2	11/16/11	Use of Management and Operating Contractor Employees for Services to NNSA in the Washington, D.C., Area
DOE O 350.2B	05/31/11	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area
DOE O 410.2	8/17/09	Management of Nuclear Materials
DOE O 412.1A	4/21/05	Work Authorization System
DOE O 413.1B	10/28/08	Internal Control Program
DOE O 413.2B, Admin Chg 1 dated 1/31/11	4/19/06	Laboratory Directed Research & Development
DOE O 413.3B	11/29/10	Program and Project Management for the Acquisition of Capital Assets <sup>6</sup>
DOE O 414.1D, Admin Chg 1, dated 5/8/13	4/25/11	Quality Assurance
DOE O 415.1, Admin Chg 1 dated 1/16/13	12/3/12	Information Technology Project Management
DOE O 420.1B, Chg 1 dated 4/19/10	12/22/05	Facility Safety
DOE O 420.2C	7/21/11	Safety of Accelerator Facilities
DOE O 422.1	6/29/10	Conduct of Operations
DOE O 425.1D	4/16/10	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2	4/21/10	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B, Chg. 2 dated 04/25/11	9/24/03	Real Property and Asset Management
DOE O 433.1B	4/21/10	Maintenance Management Program for DOE Nuclear Facilities
DOE N 435.1	8/09/11	Contact-Handled and Remote-Handled Transuranic Waste Packaging

<sup>3</sup> Implementation of the requirement(s) in paragraph 3. of the Contractor Requirements Document (CRD) will be achieved in accordance with an approved implementation plan: [name of subprogram].

<sup>4</sup> Full implementation will occur in accordance with a Sandia Field Office (SFO) approved implementation plan.

<sup>5</sup> For purposes of Chapter VI-5, paragraph 1, Basic Requirements, subparagraph (d), effective January 22, 2013, the Contractor shall perform an annual limited scope-audit of the Contractor pension plan except that a full-scope audit shall be performed once every three years.

<sup>6</sup> The annual Value Engineering accomplishment progress report required by paragraph c.9. of the CRD shall be submitted to OECM through the SFO.

<b>DIRECTIVE NUMBER</b>	<b>DATE</b>	<b>DOE DIRECTIVE TITLE</b>
DOE O 435.1, Chg. 1 dated 8/28/01	7/09/99	Radioactive Waste Management
DOE M 440.1-1A	1/09/06	DOE Explosives Safety Manual
DOE O 440.2C, Chg. 1 dated 6/15/11	11/27/02	Aviation Management and Safety
DOE M 441.1-1	3/07/08	Nuclear Material Packaging Manual <sup>7</sup>
DOE O 442.2	7/29/11	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
DOE O 443.1B	3/17/11	Protection of Human Research Subjects
DOE O 452.1D	4/14/09	Nuclear Explosive and Weapon Surety Program
DOE M 452.2-1A	4/14/09	Nuclear Explosive Safety Manual
DOE M 452.2-2	4/14/09	Nuclear Explosive Safety Evaluation Processes
DOE O 452.2D	4/14/09	Nuclear Explosive Safety
DOE O 452.3	6/08/05	Management of the Department of Energy Nuclear Weapons Complex
DOE O 452.4B	1/22/10	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.6A	4/14/09	Nuclear Weapon Surety Interface with the Department of Defense
DOE O 452.7	5/14/10	Protection of Use Control Vulnerabilities and Designs
DOE O 452.8	7/21/11	Control of Nuclear Weapons Data
DOE O 456.1, Admin Chg 1 dated 2/14/13	5/31/11	The Safe Handling of Unbound Engineered Nanoparticles
DOE O 457.1	2/07/06	Nuclear Counter-terrorism
DOE M 457.1-1	8/10/06	Control of Improvised Nuclear Device Information
DOE O 458.1, Admin Chg 3 dated 1/15/13	2/11/11	Radiation Protection of the Public and the Environment
DOE O 460.1C	5/14/10	Packaging and Transportation Safety
DOE O 460.2A	12/22/04	Departmental Materials Transportation & Packaging Management
DOE M 460.2-1A	6/04/08	Radioactive Material Transportation Practices
DOE O 461.1B	12/16/10	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	11/01/10	Onsite Packaging and Transfer of Materials of National Security Interest
DOE O 462.1	11/10/08	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities
DOE O 470.3B	8/12/08	Graded Security Protection (GSP) Policy
DOE M 470.4-1, Chg. 2 dated 10/20/10	8/26/05	Safeguards and Security Program Planning and Management
DOE M 470.4-3A	11/05/08	Contractor Protective Force
DOE M 470.4-6, Chg. 1 dated 8/14/06	8/26/05	Nuclear Material Control and Accountability

- <sup>7</sup> a. Sandia shall repackage all nuclear materials that fall under the requirements of DOE M 441.1-1 remaining on-site after FY 2015 that do not have an identified disposition path. These materials will need to be packaged before the end of FY 2014 or as soon as appropriate packaging is identified and approval is obtained through the SFO. Sandia will determine the appropriate packaging and SFO will concur/approve. Packaging designs will be approved by a Field Office and reviewed by the NNSA/Albuquerque Complex Packaging Certification Division prior to use.
- b. New material that Sandia acquires from various programs and projects that is subject to DOE M 441.1-1 must have an approved container for storage, or Sandia must have a plan (approved by SFO) in place to develop a container to comply with the packaging and storage requirements, when it comes on site.

DIRECTIVE NUMBER	DATE	DOE DIRECTIVE TITLE
DOE O 471.1B	3/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3, Admin Chg. 1 dated 1/13/11	4/09/03	Identifying and Protecting Official Use Only Information
DOE M 471.3-1, Admin Chg. 1 dated 1/13/11	4/09/03	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.5	3/29/11	Special Access Program
DOE O 472.2	7/21/11	Personnel Security
DOE O 475.1	12/10/04	Counterintelligence Program
DOE O 475.2A	2/01/11	Identifying Classified Information
DOE O 534.1B	1/06/03	Accounting
DOE O 551.1D	4/02/12	Official Foreign Travel <sup>8</sup>
DOE O 580.1, Chg 1 dated 5/08/08	12/07/05	Department of Energy Personal Property Management Program
DOE 5400.5 Chg. 2 dated 1/7/93	2/8/90	Radiation Protection of the Public & the Environment <sup>9</sup>
DOE 5480.30, Chg. 1 dated 3/14/01	1/19/93	Nuclear Reactor Safety Design Criteria
56XB Rev. 2	5/10/04 (Release Date)	Nuclear Weapon Development and Production <sup>10</sup>
NAP 14.1-D	12/14/12	Baseline Cyber Security Program <sup>11</sup>
NAP 14.3-B	5/02/08	Transmission of Restricted Data Over Secret Internet Protocol Router Network (SIPRNet)
NAP 70.2, Chg 1	7/20/11	Physical Protection
NAP 70.4, Chg 1	7/20/11	Information Security <sup>12</sup>
NNSA SD M 452.3-1	12/10/09	Defense Programs Business Requirements and Processes Manual <sup>13</sup>

<sup>8</sup> Full implementation will occur after the DOE reprogramming effort.

<sup>9</sup> DOE O 458.1, dated 2/11/11, cancels DOE O 5400.5 Chg 2, dated 1-7-93, except for Chapter III, *Derived Concentration Guidelines*, and Figure IV-1, *Surface Contamination Guidelines*.

<sup>10</sup> Chapters within 56XB, *Nuclear Weapon Development and Production (D&P) Manual*, will stay in effect until specific *Nuclear Weapon D&P Manual* chapters and associated Technical Business Practices are incrementally and formally replaced using the Requirements Modernization and Integration (RMI) process, within the RMI Explorer, as described in contract clause H-33(e) and NA SD M 452.3-1.

<sup>11</sup> Sandia Cyber Security Program Execution Guidance and Annual Operating Plan will be used in lieu of NAP 21 to define performance expectations for the cyber security program.

<sup>12</sup> NAP 70.4, Chg 1, dated 07/2/2011, replaced DOE M 470.4-4A, except for the classified Technical Surveillance Countermeasures Annex in DOE M 470.4-4A.

<sup>13</sup> Changes to the NNSA Supplemental Directive NA SD M 452.3-1, *Defense Programs Business Requirements and Processes Manual*, and the RMI derived requirements, are processed as described in contract clause H-33(e).

**Part III - Section J**  
**Appendix G-1**  
**Operating Requirements**

The Contractor shall comply with the Operating Requirements listed herein. **The identified directives are listed for reference purposes only, i.e., only those provisions set forth herein constitute binding Operating Requirements.** The NNSA Administrator has granted exemptions from some of the directives referenced herein while other directives have an alternative applicable authority for exemption. The applicable authority for exemption for each directive is cited in their respective endnotes.

The contractor is responsible for flowing down requirements in Appendix G-1 and other contract requirements, when applicable, to ensure compliance with the terms and conditions of the prime contract.

The paragraph numbering under each heading below corresponds to the Contractor Requirements Document (CRD) in the referenced directive for ease of traceability.

**DOE O 200.1A, Information Technology Management, Effective Date: 12/23/2008<sup>1</sup>**

1. **INFORMATION TECHNOLOGY STRATEGIC PLANNING.** Maintain a strategic plan that coordinates IT planning and investment decisions and links to the Departmental strategic plan.
2. **CAPITAL PLANNING AND INVESTMENT CONTROL.** Develop, implement, and maintain a Capital Planning and Investment Control (CPIC) process that supports Department-wide CPIC efforts.
3. **ENTERPRISE ARCHITECTURE.** Maintain an Enterprise Architecture for the life-cycle management of information resources and related IT investments funded by or operated for DOE.
4. **HARDWARE AND SOFTWARE ACQUISITION**
  - b. Implement a Software Quality Assurance (SQA) program.
5. **IT OPERATIONS AND USE.** Ensure that information published to Federal service-to-citizens public websites are accessible to the public and individuals with disabilities.

**DOE O 436.1, Departmental Sustainability, Effective Date: 05/02/2011<sup>3</sup>**

1. Submit an annual Site Sustainability Plan (SSP) that is integrated with Environmental Management System (EMS) and site operations.

**DOE O 483.1, DOE Cooperative Research and Development Agreements, Effective Date: 01/12/2001<sup>1</sup>**

1. Establish and maintain a management system, including policy and procedures, that ensures Cooperative Research and Development Agreement (CRADA) activities requirements of DOE M 483.1-1, COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT MANUAL are satisfied.
8. Request DOE Approval for construction at a DOE site when that construction exceeds the general plant project threshold. Approval by the cognizant Secretarial Officer and the Chief Financial Officer is required prior to initiation of work which exceeds the threshold.

**DOE O 484.1, Reimbursable Work for the Department of Homeland Security, Effective Date: 12/23/2008<sup>1</sup>**

Establish, maintain and implement, through the contractor's management system, the assurance that all requirements applicable to reimbursable work for DHS are satisfied to include ensuring:

- DHS-funded work at a DOE national laboratory or site will be performed on an equal basis to other missions at the laboratory or site and not on a non-interference basis with other missions of such laboratory or site; and
- No added administrative or personnel charges in excess of those paid by DOE will be charged for DHS work

**DOE O 522.1, Pricing of Departmental Materials and Services, Effective Date: 11/03/2004<sup>1</sup>**

1. When the site/facility management contractor conducts activities of providing non-DOE entities materials or services, which the Department is authorized by law to provide, the site/facility management contractor must charge the non-DOE entity the full cost of providing the materials or services. Full cost includes all site/facility management contractor direct costs incurred in performing work, all allocable costs incurred by the site/facility management contractor at any DOE/NNSA facility, and a Federal administrative charge of 3 percent of these costs. In no case will any depreciation or imputed interest charges be imposed on the non-DOE entity requesting the materials or services.
2. For cosponsored work, Cooperative Research and Development Agreements (CRADAs), and other technology transfer mechanisms, the site/facilities management contractor will assess a Federal administrative charge of 3 percent on all funds contributed by the sponsor, regardless of the level of Departmental participation in funding the work effort. In-kind contributions will not be subject to the Federal administrative charge.
3. The site/facility management contractor may provide an exception to the requirement to assess the 3 percent Federal administrative charge for reimbursable work performed for non-DOE entities as follows:
  - a. Funds-in agreements with domestic entities: small business concerns, institutions of higher education, nonprofit entities, and State and local governments.

- b. Based on the current listing of blanket pricing exceptions provided by DOE to the contractor for work covering research, development, testing, evaluation, training, and exercises directly related to specified activities listed. If any of the blanket exceptions are canceled, DOE will provide the contractor with appropriate notification.
5. The following activities may become part of the contractor's responsibilities. These activities require special pricing consideration and, as applicable, DOE will provide the contractor with additional information for pricing the activity.
- a. Information Dissemination Materials. DOE must comply with Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources. The contractor will assist DOE in complying with Circular A-130. Circular A-130 requires DOE to set charges at a level sufficient to recover the cost of dissemination but no higher. Charges must exclude the cost of the original collection and processing of the information. Should an exception to this policy be warranted, DOE will provide additional guidance.
  - b. Byproduct Material. The contractor shall establish prices and charges for byproduct material sold, pursuant to Title 42 United States Code (U.S.C.) 2111 and 2112, at either the full cost recovery price or the commercial price, whichever is higher. Lower prices may be established if it is determined that such prices and charges will provide reasonable compensation to the Government, will not discourage the use of or the development of sources of supply independent of DOE, and will encourage research and development. Before establishing lower prices, the contractor shall obtain the approval of DOE.
  - c. Other Materials and Services. The contractor shall establish prices and charges for materials and services sold, pursuant to 42 U.S.C. 2201(m), at either the full cost recovery price or the commercial price, whichever is higher. Lower prices and charges may be established if it is determined that such prices and charges would still provide reasonable compensation to the Government and would not discourage the development of supply sources independent of DOE. Before establishing lower prices, the contractor shall obtain the approval of DOE.
  - d. Foreign Research Reactor Spent Nuclear Fuel Program. DOE will provide the contractor guidance on charging for this activity.
  - e. Access Permits. The contractor shall not charge for access permits issued with the exception of those access permits which are charged in accordance with Title 10 Code of Federal Regulations (CFR) 725.
  - f. Access Authorizations. The contractor shall not assess charges for access authorizations when authorization-

- (1) is transferred from a study agreement to an access permit held by the same organization;
  - (2) is for an employee or staff member of an accredited, nonprofit educational institution having, at a minimum, a 2-year program of college level studies, and the work is related to the civilian application of nuclear energy;
  - (3) will not be considered one for which DOE has been paid, when the individual transfers to another organization; and
  - (4) is granted to obtain full and free competition.
- g. **Use Permits.** The contractor shall not assess a charge for preparing a permit which authorizes the use of DOE facilities or services. Charges for use of the facilities or services will be calculated separately.
- h. **Assistance for the Protection of Health and Safety in the Event of Radiological Incidents.** The contractor shall request guidance from DOE on charging for this activity.
- i. **Museums and Exhibits.** Unless there is specific authority to collect admission fees, the contractor will not charge visitors to DOE museums and exhibits for admission.
- j. **Commercial Property Rental.** DOE will provide the contractor guidance on charging for this activity.
- k. **Use of Facilities.** DOE will provide the contractor guidance on charging for this activity.
- l. **Office of Science User Facilities.** The contractor may make the Office of Science User Facilities available for research by a broad community of qualified users on the basis of programmatic interest, feasibility, capability of the experimental group, and availability of the resources required. The contractor shall adhere to the following regarding charging users for use of the facilities.
- (1) Use of user facilities will be authorized at no charge for research which is of DOE programmatic interest and which is approved by laboratory management, usually with the advice of program advisory committees. Use free of charge will apply to experiments approved for conduct during periods in which the facility operates in normal mode for its primary purpose. The facility manager will determine which requests meet those criteria and report periodically to the appropriate DOE program manager.

- (2) When facilities are made available for proprietary research, the user will be charged a fee that realizes full cost recovery.
- (3) When facilities are operated for special circumstances, such as running the facility outside the normal operating mode or schedule, the user will be charged the incremental costs.

m. Hazardous Materials Spill Center. The contractor will charge users of the facility only for direct and indirect costs for their experiments.

- (1) Invoices for materials and services will be prepared and issued promptly in accordance with the terms of the reimbursable work contracts or agreements.
- (2) Work for others issues are covered in the work for others clause of this contract.
- (3) Collections are covered under the payments and advances clause of this contract.

- *End of Appendix* -

**Endnotes:**

- <sup>1</sup> Thomas P. D'Agostino (Administrator, NNSA) December 9, 2010 Memorandum for Patty Wagner (Manager, Sandia Site Office) and Stephen Mellington, (Manager, Nevada Site Office); Subject: Strengthening Oversight Through Improving Contractor Requirements Documents in National Nuclear Security Administration Management and Operating Contracts; Attachment: Contractor Requirements Document (CRD) Crosswalk Form**
- <sup>2</sup> Thomas P. D'Agostino (Administrator, NNSA) August 16, 2010 Memorandum for Patty Wagner (Manager, Sandia Site Office) and Stephen Mellington, (Manager, Nevada Site Office); Subject: Strengthening Oversight Through Improving Contractor Requirements Documents in National Nuclear Security Administration Management and Operating Contracts; Attachment: Contractor Requirements Document (CRD) Crosswalk Form**
- <sup>3</sup> Per the CRD for DOE O 436.1, *Departmental Sustainability*, dated 05/02/2011, "When deemed appropriate by the Contracting Officer, a contractor having an EMS that is certified to ISO 14001:2004 standard in accordance with the accredited registrar provisions of the International Standard may allow the CRD not to be included in their contracts. In such cases, sustainability goals will flow down to contractors via established contractor performance management processes or other contract mechanisms."**