AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M542	See Block 16c		

6. ISSUED BY CODE 06005	7. ADMINISTERED BY *(If other than Item 6)* Code 06005
U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11973-5000	

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*	(✓)	9. A. AMENDMENT OF SOLICITATION NO.
Brookhaven Science Associates, LLC 40 Brookhaven Avenue Building 460 Upton, New York 11973-5000		9. B. DATED *(SEE ITEM 11)*
	X	10. A. MODIFICATION OF Contract/Order NO. DE-AC02-98CH10886
CODE N/A FACILITY CODE N/A		10. B. DATED *(SEE ITEM 13)* 01/05/1998

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 telegram 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 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)*
N/A

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

	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: Mutual agreement of the parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _1_ copies to the issuing office.

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

This Modification is issued to revise Section C.6.1 – Recovery Act Project Category 1: Basic Energy Sciences (BES) "National Synchrotron Light Source II (NSLS-II)" which has been amended in accordance with FY 2014 Final Work Authorizations; Revise Section C.6.4 - Recovery Act Project Category 4: Nuclear Physics (NP) "Enhanced Utilization of Isotope Facilities" which has been amended in accordance with FY 2014 Final Work Aurhorizations; Revise Part I, Section H – Special Contract Requirements, TOC; Delete Clauses H.38; H.41; H.42; Revise Part II, Section I – Contract Clauses, TOC; Update Clauses I.1; I.87; I.133; I.150; Delete Clause I.23; Revise Clause I.139, Obligation of Funds; Revise Part III – List of Documents, Exhibits and Other Attachments to replace Section J.5, Appendix E – Key Personnel; Replace Section J.9, Appendix I – DOE Directives/List B; Add Section J.12, Appendix L – Computation of Fee FY 2013.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Suzanne M. Davidson Chief Financial Officer	Evelyn Landini Contracting Officer
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
S Davidson Jan 7 '14 *(Signature of person authorized to sign)*	BY Evelyn Landini 1/08/14 *(Signature of Contracting Officer)*

Block 14 continued:

1. **Section C.6 – Recovery Act Projects:** Replace the pages of this section with the attached revised pages which incorporate Work Authorization changes to the following:

    a. C.6.1: National Synchrotron Light Source II (NSLS-II): This section is revised to reflect an extension to the project completion date and the final obligated amount; replace the prior version of this section with the attached revised pages which incorporate authorized Work Authorization changes.

    b. C.6.4: Enhanced Utilization of Isotope Facilities: This section is revised to reflect the final obligated amount of the project; replace the prior version of this section with the attached revised pages which incorporate authorized Work Authorization changes.

2. **Part I, Section H – Special Contract Requirements, Table of Contents (TOC):** The online version is revised to reflect the deletion of Clauses H.38; H.41; H.42.

3. **Section H – Special Contract Requirements**. The following clauses have been deleted.

    a. Clause H.38 - Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and Its Implementing Instructions (DOE A.L. 2008-05): This clause is hereby deleted from the contract in accordance with Acquisition Letter No. (AL-2012-01). Clause H.38 is now titled RESERVED.

    b. Clause H.41 - Green Purchasing -- Personal Computers: This clause is hereby deleted from the contract in accordance with DOE Policy Flash 2010-39. Clause H.41 is now titled RESERVED.

    c. Clause H.42 - Green Purchasing Under DOE Service Contracts: This clause is hereby deleted from the contract in accordance with DOE Policy Flash 2010-39. Clause H.42 is now titled RESERVED.

4. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** The online version is revised to reflect an update to Clauses I.1; I.87; I.133; I.150, and delete Clause I.23.

5. **In Section I, Contract Clauses, the following clauses have been revised; replace the prior versions with the updated attachments provided herein.**

    a. Clause I.1 - FAR 52.202-1, Definitions (JAN 2012): This clause has been revised to update the date to NOV 2013 in the title and table of contents, as well as to delete the reference to the FAR Index.

    b. Clause I.87 - DEAR 952.204-2, Security (MAR 2011): This clause has been revised to include changes to Subsection (h)(2)(vi) from the class deviation in accordance with DOE Policy Flash 2014-09 dated November 19, 2013, and update the date to OCT 2013 in the title and table of contents.

c. Clause I.133 - DEAR 970.5228-1, Insurance--Litigation and Claims (MAY 2013): This clause has been revised to update the date to JUL 2013 in the title and table of contents.

d. Clause I.150 - FAR 52.222-54, Employment Eligibility Verification (JAN 2009): This clause has been revised to update the date to AUG 2013 in the title and table of contents, as well add Commonwealth of the Northern Mariana Islands to the language.

6. **Part II, Section I – Contract Clauses,** Clause I.23 - FAR 52.204-13, System for Award Management Maintenance (DEC 2012): This clause is hereby deleted from the Contract as prescribed in FAR Part 4.1105(b). Clause I.23 is now titled RESERVED.

7. **Part II, Section I – Contract Clauses,** Clause I.139, DEAR 970.5232-4, Obligation of Funds: The first sentence of paragraph (a) is revised to read as follows: The amount presently obligated by the Government with respect to this Contract is $8,518,737,153.58.

   The revised total reflects an increase of $135,124,247.62 as a result of modifications M533 through M542 from $8,383,612,905.96 to $8,518,737,153.58.

8. **PART III, Section J – List of Documents, Exhibits and Other Attachments:** The online version of this section is revised to reflect the following: Replace Appendix E - Key Personnel, Appendix I – DOE Directives, and add Appendix L – Computation of Fee FY 2013.

9. **Section J.5, Appendix E – Key Personnel** has been revised; replace the prior version with the updated attachment provided herein.

10. **Section J.9, Appendix I – DOE Directives/List B** identified as Modification No. M533 has been revised; replace the prior version with the attached Appendix I identified as Modification No. M542. The revisions are as follows:

    a) Addition of Manual 142.2-1, Admin Chg. 1, Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency, dated 6-27-2013, cancels and removes Manual 142.2-1, dated 9-4-2008

    b) Addition of Order 142.2A, Admin Chg. 1, Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency, dated 6-27-2013, cancels and removes Order 142.2A, dated 12-15-2006.

    c) Addition of Order 422.1, Admin Chg. 1, Conduct of Operations, dated 6-25-2013, cancels and removes Order 422.1, dated 6-29-2010.

    d) Addition of Order 472.2 Admin Chg. 1, Personnel Security, dated 10-8-2013, cancels and removes Order 472.2, dated 7-27-2011.

    e) Addition of Order 483.1A, DOE Cooperative Research and Development Agreements, dated 11-6-2013, cancels and removes Order 483.1, dated 1-12-2001.

DOE Order 483.1 Admin Chg. 1, dated 9-18-13, was cancelled by issuance of Order 483.1A, and therefore will not be posted to Appendix I.

11. **Section J.12, Appendix L – Computation of Fee** for **Fiscal Year (FY) 2013** identified as Appendix L, FY 2013 Modification M500 has been revised to reflect the fee; replace the prior version with the attached Appendix L, identified as Modification M542. The updated version is attached herein and indicates a fee of $6,734,000.

Attachments:

- Section C.6 – Recovery Act Projects
  - C.6.1: National Synchrotron Light Source II
  - C.6.4: Enhanced Utilization of Isotope Facilities

- Section I – Contract Clauses
  - Clause I.1
  - Clause I.87
  - Clause I.133
  - Clause I.150

- Part III, Section J – List of Documents, Exhibits and Other Attachments
  - Section J.8, Appendix E – Key Personnel
  - Section J.9, Appendix I – DOE Directives/List B
  - Section J.12, Appendix L – Computation of Fee FY 2013

C.6.1 – Recovery Act Project Category 1: Basic Energy Sciences (BES)

A. The American Recovery and Reinvestment Act of 2009 funds obligated under this Category in FY 2009 and FY 2010 are specified below in Section C.

B. Clause I.139 DEAR 970.5232-4 "Obligation of Funds" has been adjusted accordingly.

C. The specific on-going work is funded as follows:

1. National Synchrotron Light Source II (NSLS-II) ($150M)

Statement of Work: These funds provided under 39KC02 are for the construction associated with the NSLS-II, Project Number 07-SC-06. Specifically, this funding is to be used to optimize project execution by acceleration of civil construction and advancement of the designs and procurements of Accelerator System Components as compared to the approved project baseline plan.

Rev 02: The revised Work Authorization changes the completion date from September 2010 to May 2013 to reflect the completion date of the NSLS II Recovery Act scope.

Rev 03: The revised Work Authorization changes the expected completion date from May 2013 to September 2013.

Rev 04: In FY14, the revised Work Authorization changes the expected completion date from September 2013 to December 2013. Additionally, funds in the amount of $0.46 were withdrawn under 39KC02 to reflect the de-obligation and closeout of all actions provided under Work Authorization #KC/CH13/9.

Accordingly, the final obligated amount of the project is $149,999,999.54.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KC/CH13/9, Rev 01, Rev 02, Rev 03, & Rev 04 Project Code 2005010	Basic Energy Sciences – NSLS-II

4. Enhanced Utilization of Isotope Facilities (TEC $1.878M)

Statement of Work: These funds are provided under ST-60-01-03 for procuring and commissioning a new inductively coupled plasma (ICP) mass spectrometer. This funding will enhance isotope production and processing capabilities at BNL to enable the program to better meet the need for isotopes in short supply (Initial funding $225,000).

Rev 01: Provides $1,316,000 in OPE funding under ST-60-01-02 for:

- FWP #2009-BNL-MO086 for the "Development of Zn-68 targets for improved yields and production of Cu-67" ($724,000). The project period is October 2009 – October 2011.
- FWP#2009-BNL-MO087 for the "Development of large scale production of PET isotope Yttrium-86 at Brookhaven Linac Isotope Production" ($592,000). The project period is October 2009 – October 2011.

Rev 02: Provides $337,000 in additional funding :

- OPE ($25,000) "Brookhaven Linear Isotope Producer" for the development support for accelerator production of actinium-225 (Ac-225).
- EQU ($262,000) Procurement of new equipment to include a portable contamination monitor ($123,000), a small portable Ge gamma ray spectrometer ($89,000) and a lifting device to assist with Model 7 manipulator replacement ($50,000).
- OPE ($50,000) Engineering and design of new lifting device for Model 7 manipulator replacement through the roof of the hot cells.

Rev 03: Provides a transfer of obligated funds provided in Rev02 as follows:

- EQU ($312,000) Procurement of new equipment to include a portable contamination monitor ($123,000), a small portable Ge gamma ray spectrometer ($89,000) and a lifting device to assist with Model 7 manipulator replacement ($100,000).
- OPE ($0.00) Engineering and design of new lifting device for Model 7 manipulator replacement through the roof of the hot cells.

Rev 04: Changes the Expected Completion Date of the project from 10/2011 to 10/2012 to ensure completion of the final tasks to develop labeling protocols for the Copper-67 and Yttrium-86 projects as specified in the Work Authorization.

Rev 05: Changes the Expected Completion Date of the project from 10/2012 to 09/2013 and redistributes obligated funds as indicated in the Work Authorization. The new totals are as follows:

- OPE $1,576,049.37
- EQU $301,950.63

Rev 06: In FY14, funds in the amount of $2,728.62 under ST-50-01-02 and $511.75 under ST-60-01-03 are withdrawn to reflect the de-obligation and closeout of all actions provided under Work Authorization #ST/CH13/9/ARRA-4.

Accordingly, the final obligated amount of the project is $1,874,759.63.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
ST/CH13/9 /ARRA-4 and Rev 01, Rev 02, Rev 03, Rev 04, Rev 05, and Rev 06 **Project Code:** 2005230	Nuclear Physics – Enhanced Utilization of Isotope Facilities

CLAUSE I.1 - FAR 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

CLAUSE I.87 - DEAR 952.204-2 SECURITY (OCT 2013) (CLASS DEVIATION PER POLICY FLASH 2014-09; NOV 2013)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information,* as amended, or prior executive orders, which is identified as *National Security Information.*

(d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formerly Restricted Data.* The term *"Formerly Restricted Data"* means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- **(1)** relates primarily to the military

utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term *"National Security Information"* means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term *"special nuclear material"* means—

1. plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or
2. any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.*

1. The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

2. The Contractor must conduct a thorough review, as defined at 48 CFR 904.40 I, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

    i. A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in

the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

ii. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

iii. In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—

   a. governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and

   b. prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

iv. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

v. When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access

authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

vi. The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office.

a. The date(s) each Review was conducted;

b. Each entity that provided information concerning the individual;

c. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

d. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

e. The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign Ownership, Control, or Influence.*

1. The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests,* executed prior to award of this

contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at https://foci.td.anl.gov. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

2. If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

3. If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

4. The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal Government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests,* as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

CLAUSE I.133 - 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 self-insurance 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 self-insurance) 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 non-reimbursable costs incurred in connection with contract performance.

CLAUSE I.150 - FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

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

"Commercially available off-the-shelf (COTS) item"—

1. Means any item of supply that is—

   i. A commercial item (as defined in paragraph (1) of the definition at 2.101);

   ii. Sold in substantial quantities in the commercial marketplace; and

   iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

2. Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

1. Normally performs support work, such as indirect or overhead functions; and

2. Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract

or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States," as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

b. *Enrollment and verification requirements.*

1. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

   i. *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

   ii. *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

   iii. *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

2. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

   i. *All new employees.*

A. *Enrolled 90 calendar days or more*. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

B. *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

3. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only t new employees assigned to the contract.

4. *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

5. The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

   i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

   ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

c. *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

d. *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

   1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

   2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

e. *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

1. *Is for*—

   i. Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

   ii. Construction;

2. Has a value of more than $3,000; and

3. Includes work performed in the United States.

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APPENDIX E

KEY PERSONNEL

Applicable to the Operation of
The Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886
Modification No. M542

Appendix E
Key Personnel

Pursuant to the clause entitled, "Key Personnel," the following positions are considered to be essential to work being performed.

Name	Title
Dr. Doon Gibbs	Director
Mr. Jack Anderson	Deputy Director for Operations
Dr. Doon Gibbs	Interim Deputy Director for Science & Technology
Mr. Lanny Bates	Assistant Laboratory Director, Facilities & Operations
Dr. William Bookless	Assistant Laboratory Director, Policy and Strategic Planning
Ms. Suzanne M. Davidson	Chief Financial Officer
Dr. Steven Dierker	Associate Laboratory Director, Photon Sciences
Ms. Anne Troutman	General Counsel
Mr. George Goode	Assistant Laboratory Director, ES&H
Ms. Margaret Lynch	Assistant Laboratory Director, Community, Education, Government & Public Affairs
Dr. Reinhold Mann	Associate Laboratory Director for Environment and Life Sciences
Dr. James Misewich	Associate Laboratory Director, Basic Energy Sciences
Dr. Gerald M. Stokes	Associate Laboratory Director, Global and Regional Solutions
Dr. Berndt Mueller	Associate Laboratory Director, Nuclear and Particle Physics

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ATTACHMENT J.9

APPENDIX I

DOE DIRECTIVES/LIST B

Applicable to the Operation of
The Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886
Modification No. M542

APPENDIX I

DOE DIRECTIVES

There is no List A to this Appendix.

List B to this Appendix contains two parts as follows:

Part I: "Directives List"

This section contains a list of Directives that are considered by DOE as applicable to the BNL contract.

Part II: "Partial Deletions of Directives"

This section contains a list of Directives that are applicable, but have subsequently been revised by DOE to remove certain sections.

Appendix I - Part I

DOE DIRECTIVES LIST

DOE Directives may be found at the following address: http://www.directives.doe.gov

DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
9/29/95	Order	130.1		CRD - Budget Formulation Process
5/2/01	Policy	141.1		Department of Energy Management of Cultural Resources
9/4/08	Manual	142.2-1	Admin Chg. 1 6-27-13	CRD – Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
12/15/06	Order	142.2A	Admin Chg. 1 6-27-13	CRD – Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
10/14/10	Order	142.3A		CRD – Unclassified Foreign Visits and Assignments Program
5/8/08	Order	150.1		CRD – Continuity Programs
11/2/05	Order	151.1C		CRD - Comprehensive Emergency Management System
6/27/07	Order	153.1		CRD - Departmental Radiological Emergency Response Assets
12/23/08	Order	200.1A		CRD – Information Technology Management
1/7/05	Order	203.1		Limited Personal Use of Government Office Equipment Including Information Technology
5/8/01	Policy	205.1		Departmental Cyber Security Management Policy
5/16/11	Order	205.1B	Admin Chg 2 3/11/2013	CRD – Department of Energy Cyber Security Program
4/17/06	Manual	205.1-3	Admin Chg 1 12/20/12	Telecommunications Security Manual
1/16/09	Order	206.1		CRD - Department of Energy Privacy Program
2/19/13	Order	206.2		CRD – Identity, Credential, and Access Management (ICAM)
4/8/11	Order	210.2A		CRD – DOE Corporate Operating Experience Program
4/19/08	Order	221.1A		CRD - Reporting Fraud, Waste, and Abuse to the Office of Inspector General
2/25/08	Order	221.2A		CRD - Cooperation with the Office of Inspector General
3/4/11	Order	225.1B		CRD - Accident Investigations
8-30-11	Order	227.1		CRD – Independent Oversight Program
6-27-11	Order	231.1B	Admin Chg 1 11/28/12	CRD – Environment, Safety and Health Reporting
8/30/11	Order	232.2		CRD – Occurrence Reporting and Processing of Operations Information
12/13/10	Order	241.1B		CRD - Scientific and Technical Information Management
3/11/13	Order	243.1B		CRD – Records Management Program
2/2/06	Order	243.2		CRD - Vital Records
2/23/11	Order	252.1A	Admin Chg 1 3/12/13	CRD - Technical Standards Program

*See Part II, Partial Deletions

DOE DIRECTIVES LIST DOE Directives may be found at the following address: http://www.directives.doe.gov				
DATE	**TYPE**	**NUMBER**	**THROUGH CHANGE**	**SUBJECT TITLE** **Contractor Requirements Document (CRD)** **Includes Compliance Notes as Necessary**
11/19/09	Order	313.1		CRD – Management and Funding of the Departments Overseas Presence
10/18/07	Order	341.1A Parts: 1.(a-b) 2.a., 2.a.(1-3), 2.a,(4)(a-h)		CRD - Federal Employee Health Services
2/23/10	Order	350.1	Chg. 4 4/29/13	CRD - Contractor Human Resource Management Programs
11/16/11	Order	NA 350.2		CRD – Assignments to the Washington, D.C., Area
5/31/11	Order	350.2B		CRD – Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington D.C. Area
8/17/09	Order	410.2		CRD – Management of Nuclear Materials
4/21/05	Order	412.1A		Work Authorization System
10/28/08	Order	413.1B		CRD – Internal Control Program
4/19/06	Order	413.2B	Admin Chg 1 1/31/11	CRD - Laboratory Directed Research and Development
11/29/10	Order	413.3B		CRD – Program and Project Management for the Acquisition of Capital Assets
4/25/11	Order	414.1D	Admin Chg. 1 5/8/13	CRD – Quality Assurance
12/3/12	Order	415.1		CRD – Information Technology Project Management
2/8/11	Policy	420.1		Department of Energy Nuclear Safety Policy **Compliance Note:** Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
12/04/12	Order	420.1C		CRD – Facility Safety **Compliance Note:** Chapters 1, 3, and 5 are applicable to BNL facilities categorized as hazardous category 1, 2 and 3 nuclear facilities. In the future, if needed, BNL will implement chapters 1, 3, and 5 as applicable if a hazard category 1, 2 or 3 nuclear facility is proposed by BNL and approved by DOE.
7/21/11	Order	420.2C		CRD – Safety of Accelerator Facilities

DOE DIRECTIVES LIST DOE Directives may be found at the following address: http://www.directives.doe.gov				
DATE	**TYPE**	**NUMBER**	**THROUGH CHANGE**	**SUBJECT TITLE** **Contractor Requirements Document (CRD)** **Includes Compliance Notes as Necessary**
6/29/10	Order	422.1	Admin Chg. 1 6/25/13	CRD- Conduct of Operations **Compliance Note:** Applicable to Hazardous Category 1, 2, or 3 nuclear facilities and other facilities as defined by BSA in a Program Plan, to be approved by BHSO, for incorporating
4/16/10	Order	425.1D	Admin Chg. 1 4/2/13	CRD – Verification of Readiness to Start Up or Restart Nuclear Facilities **Compliance Note:** Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
4/21/10	Order	426.2	Admin Chg. 1 7/29/13	CRD - Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
09/24/03	Order	430.1B	2 4/25/11	CRD – Real Property and Asset Management
4/21/10	Order	433.1B	Admin Chg. 1 3/12/13	CRD - Maintenance Management Program for DOE Nuclear Facilities **Compliance Note:** Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
11/7/13	Policy	434.1A		Conduct and Approval of Select Agent and Toxin Work at Department of Energy Sites
7/9/99	Order	435.1	1 8/28/01	CRD - Radioactive Waste Management
7/9/99	Manual	435.1-1	1 6/19/01	Radioactive Waste Management Manual
5/2/11	Order	436.1		CRD – Departmental Sustainability
3/7/08	Manual	441.1-1		CRD - Nuclear Material Packaging Manual
6/6/01	Order	442.1A		CRD - Department of Energy Employee Concerns Program
7/29/11	Order	442.2		CRD – Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
3/17/11	Order	443.1B		CRD – Protection of Human Research Subjects
4-25-11	Policy	450.4A		Integrated Safety Management Policy
7/21/11	Order	452.8		CRD - Control of Nuclear Weapon Data
5/31/11	Order	456.1		CRD – The Safe Handling of Unbound Engineered Nanoparticles
9/15/05	Policy	456.1		Secretarial Policy Statement on Nanoscale Safety
2/11/11	Order	458.1	Admin Chg 2 6/6/11	CRD- Radiation Protection of the Public and the Environment
5/14/10	Order	460.1C		CRD - Packaging and Transportation Safety

*See Part II, Partial Deletions

DOE DIRECTIVES LIST DOE Directives may be found at the following address: http://www.directives.doe.gov				
DATE	**TYPE**	**NUMBER**	**THROUGH CHANGE**	**SUBJECT TITLE** **Contractor Requirements Document (CRD)** **Includes Compliance Notes as Necessary**
12/22/04	Order	460.2A		CRD - Departmental Materials Transportation and Packaging Management
6/4/08	Manual	460.2-1A		Radioactive Material Transportation Practices Manual
11/10/08	Order	462.1	Admin Chg. 1 7/10/13	CRD – Import and Export of Category 1 and 2 Radioactive Sources Aggregated Quantities
12/29/10	Policy	470.1A		Safeguards and Security Program
8/12/08	Order	470.3B		Graded Security Protection (GPS) Policy
7/21/11	Order	470.4B		CRD – Safeguards and Security Program
1/16/09	Manual	470.4-4A*	1 10/12/10	CRD – Information Security Manual **Compliance Note:** This Directive is cancelled by Order 471.6, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety.
3/1/10	Order	471.1B		CRD - Identification and Protection of Unclassified Controlled Nuclear Information
4/9/03	Order	471.3	Admin Chg 1 1/13/11	CRD - Identifying and Protecting Official Use Only Information
4/9/03	Manual	471.3-1	Admin Chg 1 1/13/11	CRD - Manual for Identifying and Protecting Official Use Only Information
6/20/11	Order	471.6	Admin Chg. 1 11-23-12	CRD – Information Security Compliance Note: This Directive contains a Partial deletion of Manual 470.4-4A
7/27/11	Order	472.2	Admin Chg. 1 10-8-13	CRD – Personnel Security
6/27/11	Order	473.3		CRD - Protection Program Operations
6/27/11	Order	474.2	Admin Chg 2 11/19/12	CRD – Nuclear Material Control and Accountability
12/10/04	Order	475.1		Counterintelligence Program
2/1/11	Order	475.2A		CRD – Identifying Classified Information
1/03/01	Manual	481.1-1A	1 9/28/01	Reimbursable Work for Non-Federal Sponsored Process Manual
11-6-13	Order	483.1A	11/6/13	CRD - DOE Cooperative Research and Development Agreements
1/12/01	Manual	483.1-1		DOE Cooperative Research and Development Agreements

***See Part II, Partial Deletions**

DOE DIRECTIVES LIST DOE Directives may be found at the following address: http://www.directives.doe.gov				
DATE	**TYPE**	**NUMBER**	**THROUGH CHANGE**	**SUBJECT TITLE** **Contractor Requirements Document (CRD)** **Includes Compliance Notes as Necessary**
8/17/06	Order	484.1	1 3/14/11	CRD - Reimbursable Work for the Department of Homeland Security
11/3/04	Order	522.1		CRD - Pricing of Departmental Materials and Services
1/6/03	Order	534.1B		CRD – Accounting
4/2/12	Order	551.1D		CRD – Official Foreign Travel
3/30/12	Order	580.1A	Admin Chg 1 10/22/12	CRD – Department of Energy Personal Property Management Program

Appendix I - Part II

PARTIAL DELETIONS OF DIRECTIVES				
DATE	**DOE DIRECTIVE NUMBER**	**SUBJECT TITLE**	**DELETION DIRECTIVE DATE**	**SECTIONS DELETED**
10/12/10	M 470.4-4A	Information Security Manual	Order 471.6	All, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety

*See Part II, Partial Deletions

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APPENDIX L

COMPUTATION OF FEE
FY2013

Applicable to the Operation of
The Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886
Modification No. M542

Modification No. M542 – Fee determined and annotated to Appendix L

Modification No. M500 – Fee calculation established

APPENDIX L
FY2013 FEE COMPUTATION
FEE BASIS

For FY2013, the performance measure model has one class of performance measures in Appendix B of the Prime Contract that is directly associated with fee (fee bearing). This reflects the approved FY2013 Performance Goals, Objectives, Measures and Targets for Science & Technology and Management and Operations. The FY2013 fee structure is in consonance with the following guidelines:

1. The maximum fee is to be in consonance with fees paid for the operation of similar FFRDC laboratories and will have a single tier structure;

2. While there are no current integrated subcontractor(s), the fees for integrated subcontractor(s), when and if they are again added to the BSA management structure, are included in the total fee set forth in Section B.3 for the second quarter FY13 through the fourth quarter of FY13;

3. The fee structure is to be based on individual Target outcomes and their associated weights as determined separately;

4. The Performance Goal of Science and Technology will act as a "gate," in that a final Grade of C (1.8) or above is required; there will be no fee if either Performance Goal outcome is D (1.0) or below.

Maximum Fee

The maximum fee that BSA can earn under this matrix for the period of October 1, 2012 through September 30, 2013 is established at $7,400,000 if the performance goal for Science & Technology is scored 4.1 or above and Management and Operations is scored 3.1 or above. The scoring process is described in Appendix B.

Fee Matrix (Table 1)

Appendix B of the Prime Contract describes the scoring system for BSA's performance. The "Percent S&T Fee Earned" from Appendix B is multiplied by the "M&O Fee multiple" from Appendix B to arrive at the total earned fee percentage. That percentage is then multiplied by the total available fee to arrive at BSA's earned fee. See Fee Matrix below.

	Table 1 Overall Fee Determination								
Period	**Percent S&T Fee Earned from Appendix B, Table C.**		**M&O Fee Multiplier from Appendix B, Table C.**		**Overall Earned Performance-Based Fee**		**Maximum Performance Fee**		**Earned Fee**
10/1/12 – 9/30/13	91 %	X	100%	=	91%	X	$ 7,400,000	=	$6,734,000