

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. <b>M549</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11973-5000</b>	CODE <b>06005</b>	7. ADMINISTERED BY (If other than Item 6) Code	<b>06005</b>

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

**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.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual agreement of the parties</b>
<input type="checkbox"/>	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 Part I, Section H – Special Contract Requirements, TOC; update Clause H.21; H.32; and H.34; revise Part II, Section I – Contract Clauses, TOC; update Clauses I.74 and I.149; add 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.**

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Suzanne M. Davidson Chief Financial Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Evelyn Landini Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED <b>4/4/14</b>	16C. DATE SIGNED <b>4/16/14</b>
<i>(Signature of person authorized to sign)</i>	<i>(Signature of Contracting Officer)</i>

Block 14 continued:

1. **Part I, Section H – Special Contract Requirements, Table of Contents (TOC):** The online version is revised to reflect an update to Clauses H.21; H.32; and H.34.
2. **Part I, Section H – Special Contract Requirements.** The following clauses have been revised; replace the prior versions with the updated attachments provided herein.
  - a. Clause H.21 – Responsible Corporate Official: This clause has been updated to reflect the change of the corporate official effective January 1, 2014.
  - b. Clause H.32 – Lobbying Restriction: The title of this clause has been revised in accordance with Acquisition Letter 2014-4 dated March 10, 2014.
  - c. Clause H.34 – Conference Spending: The title of this clause has been revised in accordance with Acquisition Letter 2014-4 dated March 10, 2014.
3. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** The online version is revised to reflect an update to Clauses I.74; and I.149; Add Clause I.23.
4. **Part II, Section I – Contract Clauses.** The following clauses have been revised; replace the prior versions with the updated attachments provided herein.
  - a. Clause I.74 - FAR 52.244-6, Subcontracts for Commerical Items (DEC 2013): This clause has been revised to reflect the date change from JUL 2013 to DEC 2013 in the title and table of contents, as well as add reference to FAR 52.232-40 in (c)(1)(x).
  - b. Clause I.149 - DEAR 970.5245-1, Property (JAN 2013)(ALTERNATE I): This clause has been revised to reflect the date change from DEC 2000 to JAN 2013 in the title and table of contents, as well as make administrative changes to the language.
5. **Part II, Section I – Contract Clauses, Clause I.23 FAR 52.209.10 – Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012):** This clause is hereby added to the Contract as Clause I.23 which was previously RESERVED in accordance with Policy Flash 2014-04 dated March 10, 2014. The specific language is provided herein as an attachment.
6. **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 \$8,796,200,898.88.

The revised total reflects an increase of \$277,463,745.30 as a result of modifications M542 through M549 from \$8,518,737,153.58 to \$8,796,200,898.88.
7. **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 and Appendix I – DOE Directives.

8. **Section J.5, Appendix E – Key Personnel** has been revised; replace the prior version with the updated attachment provided herein.
9. **Section J.9, Appendix I – DOE Directives List** identified as Modification No. M542 has been revised; replace the prior version with the attached Appendix I identified as Modification No. M549. The revisions are as follows:
  - a. Addition of Policy 434.1A, Conduct and Approval of Select Agent and Toxin Work at Department of Energy Sites, dated 11-7-2013, cancels and replaces Policy 434.1, dated 6-5-2009.

**Attachments:**

- Part I, Section H
  - Clause H.21
  - Clause H.32
  - Clause H.34
- Part II, Section I
  - Clause I.23
  - Clause I.74
  - Clause I.149
- Part III, Section J – List of Documents, Exhibits and Other Attachments
  - Section J.5, Appendix E – Key Personnel
  - Section J.9, Appendix I – DOE Directives

**CLAUSE H.21 – RESPONSIBLE CORPORATE OFFICIAL**

The Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor separate entity performing the Contract, and who is accountable for the Contractor regarding Contractor performance issues:

Name: Dr. Samuel Stanley, Jr.  
Position: President  
Company/Organization: Stony Brook University  
Address: Administration Building, Room 310  
Stony Brook, New York 11794-0701  
Phone: 631-632-6265  
Facsimile: 631-632-6621  
Email: samuel.stanley@stonybrook.edu

Should the responsible parent corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

**CLAUSE H.32 – Lobbying Restriction**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation 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 and regulation.

CLAUSE H.34 – Conference Spending

The Contractor agrees that:

- a) No cost associated with conference activities shall be allowable under this contract unless the conference is directly and programmatically related to the purpose of the contract and the specific work authorization/order/task directing the conference activities.
- b) The Contractor shall follow the most current guidance issued by DOE concerning reporting of conference related activities and spending. The Contractor shall request, obtain approval (if \$100,000 or greater), and report all conference activities through the Conference Management Reporting and Approval Tool on the DOE iPortal at <https://iportal.doe.gov>.
- c) While a conference may be approved by DOE based on estimated cost and attendance to ensure federal funds are used for purposes that are appropriate, cost effective, and important to the core mission, only the Contracting Officer has authority to determine if the costs incurred by the Contractor are allowable, allocable, and reasonable.
- d) The Contractor and its employees, its sponsors, hosts and attendees shall aggressively seek to limit costs associated with a conference. Conference expenditures shall be kept to the minimum necessary to carry out the Department's mission and consistent with applicable portions of the Federal Travel Regulation, and 48 CFR chapter 1, the Federal Acquisition Regulation.
- e) The Contractor shall ensure its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.
- f) The Contracting Officer will ensure conference activities are included in the Contractor's annual audit plan.

**CLAUSE I.74 - FAR 52.244-6 – SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)**

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

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
  - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
  - (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**CLAUSE I.149 - DEAR 970.5245-1 PROPERTY (JAN 2013)(ALTERNATE I)**

- (a) **Furnishing of Government property.** The Government reserves the right to furnish any property or services required for the performance of the work under this contract.
  
- (b) **Title to property.** Except as otherwise provided by the Contracting Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Contracting Officer shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the Contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
  
- (c) **Identification.** To the extent directed by the Contracting Officer, the Contractor shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Contracting Officer, as shall indicate its ownership by the Government.
  
- (d) **Disposition.** The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Contracting Officer may direct during the progress of the work or upon completion or termination of this contract. The Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount

received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the Contracting Officer may direct. Upon completion of the work or the termination of this contract, the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all government property which had come into the possession or custody of the Contractor under this contract.

- (e) Protection of government property-management of high-risk property and classified materials.
  - (1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody.
  - (2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable Regulations.
  - (3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.
- (f) Risk of loss of Government property.
  - (1)
    - (i) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following—
      - (A) Willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;

- (B) Failure of the Contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer to safeguard such property under paragraph (e) of this clause; or
  - (C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i)(1) of this clause.
- (ii) If, after an initial review of the facts, the Contracting Officer informs the Contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
- (2) In the event that the Contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the Contractor's compensation to the Government shall be determined as follows:
    - (i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the Contracting Officer shall determine the value of such property, consistent with all relevant facts and circumstances.
    - (ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the Contracting Officer shall determine the value of such property, consistent with all relevant facts and circumstances.
  - (3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.
- (g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the Contractor with

a value above the threshold set out in the Contractor's approved property management system, the Contractor—

- (1) Shall immediately inform the Contracting Officer of the occasion and extent thereof,
  - (2) Shall take all reasonable steps to protect the property remaining, and
  - (3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the Contracting Officer. The Contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.
- (h) Government property for Government use only. Government property shall be used only for the performance of this contract.
- (i) Property Management.
- (1) Property Management System.
    - (i) The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The Contractor's property management system shall be submitted to the Contracting Officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.
    - (ii) In order for a property management system to be approved, it must provide for—
      - (A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
      - (B) [Reserved];
      - (C) Full integration with the Contractor's other administrative and financial systems; and

- (D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.
- (iii) Approval of the Contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i)(2) of this clause.
- (2) Property Inventory.
  - (i) Unless otherwise directed by the Contracting Officer, the Contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.
  - (ii) If the Contractor is succeeding another contractor in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.
- (j) The term "contractor's managerial personnel" as used in this clause means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of—
  - (1) The Contractor's business; or
  - (2) The Contractor's operations at any one facility or separate location at which this contract is being performed; or
  - (3) The Contractor's Government property system and/or a Major System Acquisition or Major Project as defined in DOE Order 4700.1 (Version in effect on effective date of contract).

CLAUSE I.23 - FAR 52.209-10 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

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

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

**U.S. Department of Energy**  
  
**and**  
  
**Brookhaven Science Associates, LLC**

**ATTACHMENT J.5**

**APPENDIX E**

**KEY PERSONNEL**

**Applicable to the Operation of  
The Brookhaven National Laboratory**

**Contract No. DE-AC02-98CH10886  
Modification No. M549**

## **Appendix E** **Key Personnel**

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

<u>Name</u>	<u>Title</u>
Dr. Doon Gibbs	Director
Mr. Jack Anderson	Deputy Director for Operations
Dr. Robert Tribble	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
Ms. Gail Mattson	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

**U.S. Department of Energy**  
**and**  
**Brookhaven Science Associates, LLC**

**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. M549**

## **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

**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  <b>Compliance Note:</b> Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
12/04/12	Order	420.1C		CRD – Facility Safety  <b>Compliance Note:</b> 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 <b>Compliance Note:</b> 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 <b>Compliance Note:</b> 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	Admin Chg. 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 <b>Compliance Note:</b> 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

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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  <b>Compliance Note:</b> 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

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<b>DATE</b>	<b>TYPE</b>	<b>NUMBER</b>	<b>THROUGH CHANGE</b>	<b>SUBJECT TITLE</b> 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**

<b>PARTIAL DELETIONS OF DIRECTIVES</b>				
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>	<b>DELETION DIRECTIVE DATE</b>	<b>SECTIONS DELETED</b>
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