

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 3

2. AMENDMENT/MODIFICATION NO. <b>M556</b>	3. EFFECTIVE DATE <b>July 1, 2014</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>	(✓)	9. A. AMENDMENT OF SOLICITATION NO.
		9. B. DATED (SEE ITEM 11)
	X	10. A. MODIFICATION OF Contract/Order NO. <b>DE-AC02-98CH10886</b>
		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.

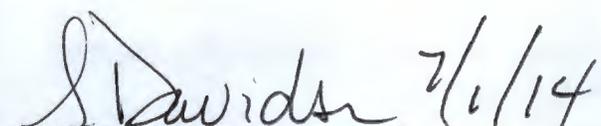
12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

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

	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: <b>Mutual agreement of the parties</b>
	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 Clauses H.4 and H.21; Revise Part II, Section I – Contract Clauses, TOC; Update Clauses I.16; I.24; I.74; Add Clauses I.157; I.158; Revise Clause I.139, Obligation of Funds; Revise Part III, Section J – List of Documents, Exhibits and Other Attachments, Revise Section J.1, Appendix A – Advance Understandings on Human Resources; 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>7/1/14</b>	16C. DATE SIGNED <b>7/10/14</b>
 (Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

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.4 and H.21.
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.4(l)(j) - Understandings Regarding Additional Items of Allowable and Unallowable Costs and Other Matters: Section (l)(j) is hereby deleted from the contract.
  - b. Clause H.21 – Responsible Corporate Official: This clause has been updated to reflect the change of the corporate official effective May 1, 2014.
3. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** The online version is revised to reflect an update to Clauses I.16; I.24 and I.74; Add Clauses I.157 and I.158.
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.16 – FAR 52.208-8, Required Sources for Helium and Helium Usage Data (APR 2002): This clause has been revised to update the clause to APR 2014 in the title and table of contents, as well as update the Authorized List of Federal Helium Suppliers website address.
  - b. Clause I.24 – FAR 52.219-8, Utilization of Small Business Concerns (JUL 2013): This clause has been revised to update the clause to MAY 2014 in the title and table of contents, as well as a change to language in paragraph (a).
  - c. Clause I.74 – FAR 52.244-6, Subcontracts for Commercial Items (DEC 2013): This clause has been revised to update the clause to MAY 2014 in the title and table of contents; remove the reference to the Public Law and replace it with U.S. Code Law, and update section (c)(1)(iii).
5. **Part II, Section I – Contract Clauses, Clause I.157 - FAR 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013):** This clause is hereby added to the Contract as Clause I.157. The specific language is provided herein as an attachment.
6. **Part II, Section I – Contract Clauses, Clause I.158 - FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013):** This clause is hereby added to the Contract as Clause I.158. The specific language is provided herein as an attachment.
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 \$8,903,278,037.14

The revised total reflects an increase of \$107,077,138.26 as a result of modifications M549 through M556 from \$8,796,200,898.88 to \$8,903,278,037.14.

8. **PART III, Section J – List of Documents, Exhibits and Other Attachments, Table of Contents (TOC):** The online version of this section is revised to reflect the following: Revise Appendix A – Advance Understandings on Human Resources; Replace Appendix E - Key Personnel and Appendix I – DOE Directives.
9. **Section J.1, Appendix A – Advance Understandings on Human Resources** has been revised to update page J-A-8, Section VIII (b) – Programs Involving Employee Absence From The Workplace, and page J-A-15, Section XII (b)(2) – Reductions In Contractor Employment. Replace the prior pages with the pages attached herein.
10. **Section J.5, Appendix E – Key Personnel** has been revised; replace the prior version with the updated attachment provided herein.
11. **Section J.9, Appendix I – DOE Directives List** identified as Modification No. M549 has been revised; replace the prior version with the attached Appendix I identified as Modification No. M556. The revisions are as follows:
  - a) Addition of Order 150.1A, Continuity Programs, dated 3-31-2014, cancels and replaces Order 150.1, dated 5-8-2008.
  - b) Addition of Order 232.2, Admin. Chg. 1, Occurrence Reporting and Processing of Operations Information, dated 3-12-2014, cancels and replaces Order 232.2, dated 8-30-2011.
  - c) Addition of Order NA 350.2, Rev.1, Use of Management and Operation Contractor Employees for Services to NNSA in the Washington, D.C., Area, dated 11-18-2012, cancels and replaces Order NA 350.2, dated 11-16-2011.
  - d) Addition of Order 458.1, Admin. Chg. 3, Radiation Protection of the Public and the Environment, dated 1-15-2013, cancels and replaces Order 458.1, dated 6-6-2011.

**Attachments:**

- Part I, Section H
  - Clause H.4(l)(j)
  - Clause H.21
- Part II, Section I
  - Clause I.16
  - Clause I.24
  - Clause I.74
  - Clause I.157
  - Clause I.158
- Part III, Section J – List of Documents, Exhibits and Other Attachments
  - Section J.1, Appendix A – Advance Understandings on Human Resources; pages J-A-8 and J-A-15
  - Section J.5, Appendix E – Key Personnel
  - Section J.9, Appendix I – DOE Directives

criminal action or proceeding by conviction or upon a plea of nolo contendere, or its equivalent, shall create a rebuttable presumption that such guard did not have reasonable cause to believe that his or her conduct was lawful.

Finally, in connection with any federal criminal proceeding against a member of the Contractor's internal guard force, the Contractor recognizes that Contracting Officer approval of the allowability of litigation expenses will be further predicated on the Contracting Officer determining that such reimbursement is in the best interests of the United States.

- (b) Rentals and leases of land, buildings, and equipment owned by third parties, allowances in lieu of rental, charges associated therewith and costs of alteration, remodeling and restorations where such items are used in the performance of the contract, except that such rentals and leases directly chargeable to the contract shall be subject to such approval by the Contracting Officer as set forth in Part III, Attachment J.7, Appendix G.
- (c) Notwithstanding the provisions of FAR cost principle 31.205-44 (e), stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this contract but are participating in research, educational or training activities under this contract to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved by the Contracting Officer.
- (d) Notwithstanding the provisions of FAR cost principle 31.205-44 (e), payments to educational institutions for tuition and fees, or institutional allowances, in connection with fellowship or other research, educational or training programs for researchers and students who are not employed under this contract.
- (e) Expenditures by the Contractor to reimburse other employers for payments (including, but not limited to, salaries) to or for the benefit of their employees loaned to the Contractor for and engaged in the performance of the Contractor's undertaking hereunder.
- (f) Subject to any other limitations on allowability contained in this contract, costs incurred and expenditures made by the Contractor's Board of Directors, its members, committees, panels and support personnel in connection with performance of work under this contract. The Contractor shall provide to the Contracting Officer, for an allowability determination, an annual accounting of these costs incurred and expenditures made.

- (g) Pursuant to Clause I.18 - FAR 52.211-5 - Material Requirements (AUG 2000), the Contractor is authorized to obtain Government surplus property in accordance with its DOE approved Supply and Materiel Group Standard Operating Procedures manual and to obtain and use used, reconditioned, or remanufactured supplies when it determines it is in accordance with and benefits the work to be performed under the contract.
- (h) Pursuant to Clause I.112 - DEAR 970.5208-1 - Printing (DEC 2000), the Contractor is authorized to certify, prior to the printing of individual jobs, that the use of more than one color of ink fulfills a specific functional need in accordance with the guidance provided in the Government Printing and Binding Regulations, Title 44 of the U.S. Code and DOE directives related thereto. This authorization is subject to the Contractor providing to the Contracting Officer, on an annual basis, a report on all multicolor printing activities supported with DOE funds.
- (i) Pursuant to Clause I.142 - DEAR 970.5232-7 - Financial Management System (DEC 2000), the financial management system covered in Clause I.142 includes the Laboratory's current existing integrated accounting system which consists of the following subsystems: budget, payroll, labor cost distribution, accounts receivable, accounts payable, procurement, receiving, inventory, project costing, general ledger, and the financial aspects of the Asset Management System, as well as such other subsystems as may be agreed to by DOE and the Contractor. In accordance with the specified annual plan, only those subsystems and/or major enhancements and/or upgrades exceeding \$500,000.00 require approval by DOE.

## II. ITEMS OF UNALLOWABLE COSTS:

- (a) Premium Pay for wearing radiation-measuring devices for Laboratory and all-tier cost-type subcontract employees.
- (b) Salaries or other compensation of the Contractor's Board members, or that of members of subcommittees of the Board who are employees of the Contractor, Battelle Memorial Institute, the Research Foundation of State University of New York, State University of New York at Stony Brook and the six Core Universities.
- (c) Home office expenses, whether direct or indirect, relating to activities of the Contractor, except as otherwise specifically agreed to elsewhere in this Contract or subsequently in writing by the Contracting Officer. Requests for Contracting Officer approval of home office expenses shall be submitted in writing and will be approved in accordance with DOE Acquisition Letter 2005-11, or any subsequent guidance.

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. Ronald D. Townsend  
Position: Executive Vice President  
Company/Organization: Battelle Memorial Institute  
Address: 505 King Avenue  
Columbus, OH 43201  
Phone: 614-424-5200  
Facsimile: 614-458-5200  
Email: townsendr@battelle.org

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 I.16 - FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM  
USAGE DATA (APR 2014)

(a) Definitions.

“Bureau of Land Management,” as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

“Federal helium supplier” means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office’s Authorized List of Federal Helium Suppliers available via the Internet at [http://www.blm.gov/nm/st/en/fo/Amarillo\\_Field\\_Office.html](http://www.blm.gov/nm/st/en/fo/Amarillo_Field_Office.html).

“Major helium requirement” means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements --

- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
- (2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier --
  - (i) The name of the supplier;
  - (ii) The amount of helium purchased;
  - (iii) The delivery date(s); and
  - (iv) The location where the helium was used.

(c) *Subcontracts* --The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

CLAUSE I.24 - FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that--

- (1)
- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
  - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
  - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the Dynamic Small Business Search database maintained by the Small Business Administration, or
- (2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d)
- (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.
  - (2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—
    - (i) HUBZone small business database search application Web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;
    - (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3<sup>rd</sup> Street, SW., Washington DC 20416; or
    - (iii) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov) .

CLAUSE I.74 - FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2014)

(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) (41 U.S.C. 3509), 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 (May 2014) (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.157 – FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED  
OBLIGATIONS (JUN 2013)

- (a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (1) Any such clause is unenforceable against the Government.
  - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
  - (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

CLAUSE I.158 – FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

## **SECTION VIII – PROGRAMS INVOLVING EMPLOYEE ABSENCE FROM THE WORKPLACE**

(a) Paid Leave.

The Laboratory will provide a reasonable and cost effective paid leave program. Paid leave includes vacation, holiday, sick, jury, bereavement, voting and personal leave according to approved Laboratory schedules. Only leave categories included in the Benefit Value Study shall be allowable.

(b) Sabbaticals/Temporary Assignments of Laboratory Employees to Other Institutions for Teaching And Research.

The Contractor shall be reimbursed for expenditures consistent with Laboratory policy arising out of an approved employee assignment to another institution for teaching and/or research if the assignment does not exceed one year. However, DOE requires thirty (30) calendar days prior written notice.

(c) Military Leave.

Military leave and associated pay is authorized in accordance with Contractor policies, and/or State or Federal law.

(d) Security Leave.

Wages or salaries paid to employees when access authorization is suspended by DOE will be allowable costs under the following conditions:

If a position which does not require access authorization is not available, the Laboratory Director or designee may place the employee on leave with pay at his or her base compensation until final disposition of the case. Leave with pay requires the Contracting Officer's concurrence that no position is available to which the employee might reasonably be transferred.

## **SECTION IX – EMPLOYEE TRAINING, EDUCATION AND DEVELOPMENT**

- (a) The Laboratory Director or designee shall send an annual report to the Contracting Officer providing the number of employees participating in training, education and development programs and the dollars spent.

objectives contained in the Department's "Planning Guidance for Contractor Work Force Restructuring."

(b) Workforce Restructuring Actions

(1) The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

RESTRUCTURING ACTION	#EMPLOYEES POTENTIALLY IMPACTED	ACTION REQUIRED
Voluntary	50-99	CO Notification
Voluntary	100+	CO Approval
Involuntary	50+	CO Approval

- (A) Notifications will include a business case outlining the drivers necessitating restructuring activity, an implementation strategy and communication plan.
- (B) Actions requiring approval will additionally require a workforce restructuring plan prepared in accordance with DOE policy.
- (C) Notifications and Approval actions shall be submitted a minimum of 10 business days prior to announcement to employees.
- (D) Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE.

(2) Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved or Laboratory Management approved active reduction in force plan or action will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off. Severance not associated with workforce restructuring is unallowable.

(3) Severance pay benefit

- (A) Eligibility. All regular employees who work at least 20 hours per week are eligible on the first day of employment. Term employees are eligible after 6 months of employment.
- (B) Severance Pay Benefit. 1 week of base pay for each of the first 10 years of service; 1.5 weeks of base pay for each of the next 5 years of service; and 2 weeks of base pay for years of service above 15 years. For active non-union employees, the maximum severance benefit provided by the Plan is 39 weeks of Base Pay with a cap of \$50,000.

**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. M556**

## **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 for Environment, Safety & Health
Mr. Peter Genzer	Interim Assistant Laboratory Director for Community, Education, Government & Public Affairs
Dr. Martin Schoonen	Interim Associate Laboratory Director for Environmental, Biological & Computational 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. M556**

## **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 H 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
3/31/14	Order	150.1A		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	Admin Chg. 1 3/12/2014	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	Rev. 1 11/18/12	CRD – Use of Management and Operation Contractor Employees for Services to NNSA in 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

<b>DOE DIRECTIVES LIST</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov">http://www.directives.doe.gov</a>				
<b>DATE</b>	<b>TYPE</b>	<b>NUMBER</b>	<b>THROUGH CHANGE</b>	<b>SUBJECT TITLE</b> <b>Contractor Requirements Document (CRD)</b> <b>Includes Compliance Notes as Necessary</b>
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	<sup>1</sup> 8/28/01	CRD - Radioactive Waste Management
7/9/99	Manual	435.1-1	<sup>1</sup> 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. 3 1/15/13	CRD- Radiation Protection of the Public and the Environment
5/14/10	Order	460.1C		CRD - Packaging and Transportation Safety

**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  <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

<b>DOE DIRECTIVES LIST</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov">http://www.directives.doe.gov</a>				
<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