

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M570	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11973-5000	CODE 06005	7. ADMINISTERED BY (If other than Item 6) Code	06005

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

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: 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 Part II, Section I – Contract Clauses, TOC; update Clause I.149, Property; and revise clause I.139, Obligation of Funds; revise Part III, Section J – List of Documents, Exhibits, and Other Attachments; TOC; replace Section J.5, Appendix E – Key Personnel; replace Section J.9, Appendix I – DOE Directives; replace Section J.12, Appendix L – Computation of Fee FY 2014.

15A. NAME AND TITLE OF SIGNER (Type or print) Suzanne M. Davidson Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Evelyn Landini Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED <i>12/30/14</i>	16C. DATE SIGNED <i>12/30/14</i>
<i>Suzanne Davidson</i> (Signature of person authorized to sign)	BY <i>Evelyn Landini</i> (Signature of Contracting Officer)

Block 14 continued:

1. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** The online version is revised to reflect an update to Clauses I.139 and I.149.
2. The following clause has been revised; replace the prior version with the updated attachment provided herein.
 - a. Clause I.149 DEAR 970.5245-1, Property (JAN 2013) (Alternate 1): This clause has been revised to insert section (k) of the clause which was left out in the previous revision.
3. **Part II, Section I – Contract Clause, Clause I.139, DEAR 970.5232-4, Obligation of Funds (DEC 2000):** 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 \$9,075,736,966.97.

The revised total reflects an increase of \$108,079,276.81 as a result of modification M563 through M570 from \$8,967,657,690.16 to \$9,075,736,966.97.

4. **Part III, Section J – List of Documents, Exhibits and Other Attachments, TOC:** The online version of this section is revised to reflect the following: Replace Section J.5, Appendix E – Key Personnel; Section J.9, Appendix I – DOE Directives; and Section J.12, Appendix L – Computation of Fee FY 2014.
5. **Section J.5, Appendix E – Key Personnel** has been revised; replace the prior version with the updated attachment provided herein.
6. **Section J.9, Appendix I – DOE Directives List** identified as Modification No. M563 has been revised; replace the prior version with the attached Appendix I identified as Modification No. M570. The revision is as follows:
 - a) Addition of Order 440.2C, Admin Chg. 1, Aviation Management and Safety. This directive was added with modification M422 dated 10/13/11, but was inadvertently deleted from the subsequent Directives list. Therefore, this modification corrects the Directives list by adding DOE O 440.2C, Admin Chg. 1 dated 6/22/11.
7. **Section J.12, Appendix L – Computation of Fee for Fiscal Year (FY) 2014** identified as Appendix L, FY 2014 Modification M533 has been revised to reflect the fee; replace the prior version with the attached Appendix L identified as Modification No. M570. The updated version is attached herein and indicates a fee of \$6,956,000.

Attachments:

- Part II, Section I – Contract Clauses
 - 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
 - Section J.12, Appendix L – Computation of Fee

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).
- (k) The Contractor shall include this clause in all cost reimbursable subcontracts.

The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, on the subject of the land described in the foregoing certificate:

The land described in the foregoing certificate is situated in the County of [Name], State of [Name], and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

The land described in the foregoing certificate is situated in the [Name] Township, [Name] County, [Name] State, and is owned by [Name], who is the holder of the title to the same.

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. M570**

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
Ms. Amy Nunziata	Associate 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. David Manning	Associate Laboratory Director for Community, Education, Government & Public Affairs
Dr. Martin Schoonen	Interim Associate Laboratory Director for Environment, Biology, Nuclear Science, and Nonproliferation
Dr. James Misewich	Associate Laboratory Director, Basic Energy Sciences
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. M570**

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
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. 3 4/29/14	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 3/12/14	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

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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
4/14/14	Policy	364.1		Health and Safety Training Reciprocity
8/17/09	Order	410.2	Admin Chg. 1 4/10/14	CRD – Management of Nuclear Materials
4/21/05	Order	412.1A	Admin Chg. 1 6/21/14	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

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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	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 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	Admin Chg. 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
11/27/02	Order	440.2C	Admin Chg. 1 6/22/11	CRD - Aviation Management and Safety
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

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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 Compliance Note: This Directive is cancelled by Order 471.6, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety.
6/2/14	Order	470.5		CRD – Insider Threat Program
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	Admin Chg. 1 9/28/01	Reimbursable Work for Non-Federal Sponsored Process Manual
11-6-13	Order	483.1A		CRD - DOE Cooperative Research and Development Agreements

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DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
8/17/06	Order	484.1	Admin Chg. 2 6/30/14	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

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

ATTACHMENT J.12

APPENDIX L

COMPUTATION OF FEE
FY 2014

Applicable to the Operation of
The Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886
Modification No. M570

Modification No. M570 – Fee determined and annotated to Appendix L

Modification No. M533 – Fee calculation established

**APPENDIX L
 FY2014 FEE COMPUTATION
 FEE BASIS**

For FY2014, 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 FY2014 Performance Goals, Objectives, and Notable Outcomes for Science & Technology and Management and Operations. The FY2014 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.
3. The fee structure is to be based on individual 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, 2013 through September 30, 2014 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
10/1/13 – 9/30/14	94 %	X	100%	=	94%	X	\$ 7,400,000	=	\$6,956,000