AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 17

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M 161	See Block 16C		

6. ISSUED BY CODE

Golden Field Office
U.S. Department of Energy
1617 Cole Boulevard
Golden, CO 80401

7. ADMINISTERED BY *(If other than Item 6)* CODE

Golden Field Office
U.S. Department of Energy
1617 Cole Boulevard
Golden, CO 80401

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Midwest Research Institute
425 Volker Boulevard
Kansas City, MO 64110

CODE | FACILITY CODE

(☐)

☐ 9A. AMENDMENT OF SOLICITATION NO.

☐ 9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC36-99GO10337

10B. DATED *(SEE ITEM 13)*
11/09/1998

11. THIS ITEM 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)*

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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☒ D. OTHER *(Specify type of modification and authority)*
These administrative changes are made in accordance with H-19 "Application of DOE Contractor Requirements Documents" and 970.5204-2, "Laws, Regulations, and DOE Directives (DEC 2000)" of this contract.

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

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

See Page 2-17

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Dr. Dan Arvizu, Director		Steven L. Scott Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY Dan Arvizu *(Signature of person authorized to sign)*	8/2/06	BY Steven L Scott *(Signature of Contracting Officer)*	8/2/06

STANDARD FORM 30
(REV. 10-83)
Prescribed by GSA

This Modification incorporates the following significant changes to contract DE-AC36-99GO10337:

I. Section J, ATTACHMENT 7, PERSONNEL (APPENDIX A), Section 3 Payroll of Contract DE-AC36-99GO10337 is deleted and replaced in its entirety with the following which reflects the addition of pay differential for Lead Personnel.

Section 3. Pay Policies

1. General Provisions

The Laboratory Compensation Program must be approved by the Contracting Officer. Proposed Compensation Program design changes that affect costs also will be submitted for review and approval by the Contracting Officer. This does not include Battelle seconded employees. MRI has the responsibility to monitor and approve salaries related to Battelle seconded employees.

2. Administration

a. The administration of wages and salaries of exempt and nonexempt employees shall be carried out in accordance with sound wage and salary administration principles and in a manner that provides for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds, and that results in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by Federal Acquisition Regulations (FAR) Subpart 31.205-6.

b. The objectives of the Laboratory Compensation Program are to provide compensation for each employee that will reflect the worth of the position to the Laboratory and to relate compensation increases to an individual's performance.

c. Within the limits of fiscal resources available annually, every effort shall be made to maintain employee compensation at levels that will attract and retain a competent workforce and maintain a competitive posture in the marketplace. Compensation will be reviewed at least annually. Increases are based on proficient and effective performance and market position; however, increases are given at the discretion of management and are not assured.

d. Salary bands with minimum and maximum salary amounts have been established for groups of jobs broadly defined as having competitive value in the labor market and comparable value in the Laboratory. Salary surveys are used to confirm the appropriate placement of jobs in the bands. A job evaluation system is used to place jobs in the appropriate bands. Changes in the salary structure require prior Contracting Officer approval.

e. These salary bands, supported by salary survey information and administrative direction from the Human Resources Office are used to guide managers in making compensation recommendations. Although other factors may be considered, *performance* is the principal consideration for recommending an increase in compensation for an employee. The Contractor shall maintain an appropriate employee performance appraisal system that is integrated with compensation administration policy.

3. Job Classifications, Salary Bands, and Salary Ranges

a. All Laboratory positions, with the exception of the Director, and Associate Directors, shall be described and placed in generic job classifications using salary survey data or the job evaluation system.

b. New, changed, or altered compensation bands or job classifications require prior Contracting Officer approval. Submission of such changes for approval shall contain the proposed effective date of new or deleted classifications and the reasons for these proposed changes. The Contracting Officer shall be provided with copies of all job classifications being used.

c. The Contractor will review the salary structure annually for the proper placement of jobs in salary bands to ensure consistency in the application of salary survey data and the job evaluation system, and to propose appropriate modifications when needed.

4. Performance Evaluation System

The Contractor will maintain a performance evaluation system to appraise each employee on an annual basis in writing.

5. Compensation Increase Plan

a. Prior to each salary program year, the Contractor will develop and justify, in a manner prescribed by the Contracting Officer, a Compensation Increase Plan (CIP) for exempt employees and nonexempt employees for review and approval. The funds are calculated as a percentage of exempt and nonexempt base payroll at the end of the prior salary year, expressed as an annualized amount, and shall be the maximum amount allowed for granting increases for employees based on merit, promotions, and adjustments. The CIP will be calculated using the base salaries of regular full-time and part-time employees on the date of the fund calculation. This fund will be based upon such factors as national and local surveys, area rates, and such other criteria as may be pertinent to the establishment of competitive salaries. All such increases will be charged to the fund on an annualized basis. Once an individual's compensation increase is charged to the fund, reuse of that amount (i.e., recovery) for any further personal compensation during the compensation year will be unallowable. If an individual terminates before receiving an increase, the amount of money allocated for that individual may remain in the fund. Each component of the fund (i.e., merit, promotion, and adjustments) shall be broken out as subtotals. Although the

Contractor must justify merit, promotion, and adjustment funds separately, once approved, the Contractor may expend the total fund approved for each employee group as needed to support direct pay needs of that group.

b. The Contractor also shall provide, for Contracting Officer approval, a copy of the annually developed salary increase guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

c. The dollar amount of the fund will be subject to review and adjustment by the Contracting Officer at any time during the contract year based on major changes that affect contract funding or Contractor payroll, such as a reduction in force.

6. Compensation Procedures and Guidelines

a. Prior to any official compensation offer, the proposed compensation should be reviewed to ensure that it meets the guidelines of this Appendix, is internally equitable, and competitive with the external market.

No employee shall be paid more than the band maximum for the position without approval of the Laboratory Director and the Contracting Officer.

b. Compensation ranges will be established for all pay groups based upon external and internal considerations. These will be reviewed annually and adjusted as necessary (when approved by Contracting Officer) to reflect changed economic conditions in the appropriate labor markets. Survey data shall be obtained at least biannually and be sufficiently comprehensive to permit valid comparisons to compensation paid by organizations competing with the Laboratory for labor.

c. To assure that individual increases are reasonable, compensation increase decisions shall give appropriate consideration to employee performance levels, internal equity, compensation range position, and labor market comparisons. The amount and timing of prior increases will also be considered, with prorating of increases when appropriate.

(1) A merit increase is an increase in compensation for performance in the position held at the end of the performance period for which such increase is awarded.

The salaries of new regular employees will be reviewed on the annual compensation increase effective date immediately following their hire date. An employee with less than one year of service may be eligible to receive a pro-rated increase on the annual compensation increase effective date.

The annual effective date of the merit increase shall be the first pay period beginning on or after January 1.

(2) A promotion increase will be granted upon assignment to a position with significantly increased duties and responsibilities and/or higher market rate. A promotion normally involves movement to a higher salary band; however, movement to a job in a different job family in the same band also may be considered a promotion.

(3) An adjustment increase is defined as any change in the base rate, other than an increase for merit or promotion, to correct for compensation inequity or for career growth in a salary band.

7. **Approval of Individual Compensation Actions**

a. Individual compensation actions for the following positions or types of actions will require the prior written approval of the Contracting Officer:

(1) Laboratory Director

(2) Associate Director(s); and

(3) Office Directors, Center Directors and Senior Research Fellows.

For the purpose of this section, compensation is defined as base salary plus any DOE reimbursable deferred compensation or cash compensation not included in base pay, if applicable.

b. The Contractor will review subcontractor compensation actions for Battelle seconded positions to ensure conformance with applicable laws, regulations, and policies.

c. The Contracting Officer shall approve in advance individual salary actions involving: 1) any new hire or transfer to the Contract resulting in allowable annual compensation where the employee will occupy one of the positions described in 7.a. above; 2) any increase resulting in a base salary of [EX. 4] percent or more above the approved market reference value from the Compensation Increase Proposal for the year in which the salary action is effective; or 3) single increases of [EX. 4] or more which exceed [EX. 4] percent of the employee's salary, or any combination of increases of [EX. 4] or more in a compensation plan year for any individual that together exceed [EX. 4] percent of the employee's salary, unless such increase in part of a separate, special adjustment package (involving a group of individuals) which was submitted and approved by DOE or is necessary to bring the salary of an employee to the minimum salary level for the band or to [EX. 4] percent of the market value of the position. Special adjustment packages will be discussed with DOE prior to implementation.

REDACTED
EXEMPTION 4

Justification documentation shall include information in support of mission goals, Departmental business lines, relative size of budget and number of employees supervised, educational/experience data supporting the proposed salary and selection, and both internal and external market comparative data.

No commitments shall be made to employees regarding compensation actions covered by this section 7, Approval of Individual Compensation Actions, until Contracting Officer approval has been obtained.

d. All compensation increase memoranda requesting changes in salaries, job titles, or salary bands shall be approved by appropriate levels of management consistent with the Contractor's established procedures. Those actions requiring Contracting Officer approval shall have the prior approval of the Laboratory Director. The Director's compensation shall be approved by the President of Midwest Research Institute before submission for DOE approval.

Salaries requiring DOE Contracting Officer prior approval will be submitted to DOE in sufficient time to be implemented before the proposed effective date, except under extraordinary circumstances endorsed by the Director.

The Contractor will provide the Contracting Officer with wage and compensation reports, as requested.

8. Incentive Compensation

Management and staff incentive compensation as well as performance awards that may be proposed by the Contractor and approved by the Contracting Officer during the period of this Contract or previously approved variable pay plans such as the NREL Signing Bonus Plan and the NREL Employee Retention Plan, will be allowable costs. Such bonuses will not exceed DOE approved levels as stated in the approved plan, without the approval of the Contracting Officer.

9. Premium Pay

a. Overtime

(1) The use of overtime as a method of accomplishing regularly assigned duties is discouraged, and the Laboratory will preplan and notify employees of any required overtime as far in advance as possible. No nonexempt employee may work more than 40 hours in any one week without the advance approval, either verbally or in writing, of the appropriate management level.

(2) The Laboratory will maintain internal controls to assure that overtime hours (other than those resulting from regularly scheduled extended work weeks for around-the-clock operation) do not become excessive.

(3) Payment of overtime premiums for work in the following categories will be an allowable cost to the extent that the amount is reasonable and properly allocable to work under the Contract. The work must be:

(a) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, or breakdowns of equipment; or

(b) By indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby Laboratory protection, operation or utilities or accounting; or

(c) Associated with the performance of tests, industrial processes, laboratory procedures; loading or unloading of transportation media, operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or

(d) Work that results in lower cost to the Government.

Overtime reports shall be submitted in accordance with the current applicable Contract requirements.

(4) Any authorized absence that occurs within the basic work week and that is compensable under this Contract, such as Personal Time Off (PTO), Extended Sick Leave (ESL), or holiday leave, shall be considered as constituting part of the basic or extended work week for the purposes of determining the number of overtime hours.

(a) Exempt Employees

Employees who are exempt from the provisions of the Fair Labor Standards Act will be paid a basic compensation commensurate with their job duties and responsibilities. The individual's compensation shall not be related to the actual hours worked, but rather to the job requirements, which are expected to be fulfilled regardless of time requirements of the job. However, in the event that extended work situations may develop requiring the Laboratory to schedule overtime for exempt personnel, the Director or his/her designee may approve additional special compensation or time off work.

(b) Nonexempt Employees

Employees who are not exempt from the provisions of the Fair Labor Standards Act will be paid at the rate of one and one-half times their straight-time hourly equivalent rate for all hours worked in excess of 40 in any one work week. In addition to hours actually worked, the following hours shall be considered as hours worked for the purpose of calculating overtime pay:

Hours allowed for a holiday, which is observed during a scheduled work week:

PTO and such other absences as are specifically provided in this Appendix as being considered as hours of work for the purpose of calculating overtime pay;

Time spent traveling on official business, and as specified below;

Hours in which work is actually performed; or

Other hours for which the Contractor is required by law to pay compensation.

b. Shift Differentials

(1) Shifts and Hours of Work

The Laboratory workday will be separated into three eight-hour shifts, which are defined below. A shift includes all work performed by an employee, at least three-fourths of whose regularly scheduled working hours are as specified below:

(a) First Shift = 8:00 a.m. to 5:00 p.m. with a minimum 30-minute meal break.

(b) Second Shift = 4:00 p.m. to 12:30 a.m. with a minimum 30-minute meal break.

(c) Third Shift = 12:00 a.m. to 8:30 a.m. with a minimum 30-minute meal break.

(2) Compensation

(a) Shift differential pay shall be established for employees working second and third shifts at an hourly premium added to the employee's standard hourly pay. Third shift pay is at a higher premium than second shift pay. The premium rates are to be evaluated and approved as part of the annual Compensation Increase Plan.

(b) The shift premium will not be paid to a regular first-shift employee who starts work before the employee's normal starting time and works into the employee's regular quitting time.

(c) All PTO, ESL, or other compensation will be paid exclusive of shift differential pay.

(d) Shift differentials paid will be included for purposes of calculating overtime pay rates.

(e) In the event that an exempt or nonexempt employee is required to work on a recognized holiday (or day observed as a holiday), the compensation will be in accordance with sections 1.c and 1.d, as described in Section 7. Paid Leave of this Appendix.

(3) Eligibility and Approval

(a) Only employees who regularly work those shifts that result in added pay via shift differential, as described above, should be given this compensation. However, it is recognized that there are situations, such as during illnesses or approved absences, that will require scheduling other employees to occasionally work those shifts. In these instances, those employees will be entitled to receive applicable shift differential pay.

(b) Shift differential pay shall be approved via signature(s) of the appropriate management level.

(c) Lead Differential

For designated teams of three or more employees (when fully staffed) with responsibility for non-exempt level activities a lead may be identified in situations in which management level personnel are not available to oversee and guide activities on an ongoing basis, when the size of the team and the nature of the work performed does not justify creation of a supervisory position, or when a small group of employees is assigned to work in a remote location. Leads are identified to maintain accountability for completion and documentation of assigned duties. Responsibilities include prioritizing workloads, assigning resources, and (with proper training/certification) may be designated as leadership for first response to incidents, alarms, or emergency situations.

Eligibility--Lead differential is only available for non-exempt personnel in the following situations:

- Functions requiring 24-hour operations or operations during times that the laboratory is normally closed
- Activities in response to an emergency closure
- Situations in which teams of 3 or more non-exempt personnel are assigned to work independently on a routine basis.

Employees in positions that have been assigned a higher classification due to leadership responsibilities that are embedded in their position are not eligible to receive lead differential for performance of their regular duties. Managers must document the responsibilities of and the need for a designated lead and submit documentation to HRO and senior management for review and approval prior to instituting a lead differential.

- Lead differential pay is only applicable to hours worked and overtime hours paid for any week in which the differential is paid. Lead differential will not be paid for holidays, PTO, and other time away from work or for time spent in training activities.

d. Call-In Pay

Under special circumstances for facilities and equipment malfunction, e.g., power outages, security and safety systems failure, the Laboratory may need to place certain qualified nonexempt employees on call after working hours, weekends, and holidays to be available to report to work.

(1) Compensation

(a) Nonexempt employees who are designated for on-call/call-back status will be compensated under the overtime provisions described above in this section for all hours worked outside their regularly scheduled 8-hour shift.

(b) Call-back time shall be compensable for hours actually worked and transportation time with a two-hour minimum payment.

(c) Nonexempt employees who are regularly scheduled to provide on-call/call-back service for one full week (7 days) will receive premium pay of five hours straight time pay for each full week served on-call in addition to overtime provisions stated above. Unless justified, employees on-call who are not available when called will forfeit this premium pay.

(d) Exempt employees who are placed on call-back status will not be eligible for the compensation provisions of this section.

(2) Approvals

On-call/call-back services and assignments of employees to on-call/call-back status shall be approved by appropriate levels of management.

e. Emergency Closures

During such time that NREL management and the DOE Golden Field Office manager determine that it is necessary to close the Laboratory due to an emergency situation, special pay provisions for nonexempt employees responsible for providing critical services may be negotiated with and approved by the Contracting Officer. NREL management recognizes that there are exceptional circumstances under which special pay provisions for nonexempt employees are appropriate given the nature of the emergency Laboratory closure and the specific challenges relating to the difficulty and importance of resuming normal Laboratory operations.

(1) For the purpose of this policy, critical services are defined as those related to maintaining the safety and security of Laboratory personnel, facilities, or property and preparing the Laboratory for safe operations when it reopens for business. These functions will be identified by the Laboratory Director as appropriate based on the nature of the emergency.

(2) Only personnel who have been contacted by management and instructed to remain on site during an emergency closure (or to report for duty if the Laboratory closed at the start of the work day) will be eligible for special pay.

10. Separation Pay

a. Voluntary Separation

Employees who voluntarily terminate their employment at the Laboratory will be expected to give advance notice. The Contractor may prefer in some cases to have the employee cease active employment prior to his/her notice date. This decision may be accomplished either by:

(1) Making a lump sum payment covering the notice period remaining at the time the employee leaves, not to exceed 10 working days for a nonexempt employee or 20 working days for an exempt employee; or

(2) Placing the employee on leave of absence with pay through the remaining period.

In either event, the effective date of separation will be the date on which the notice period expires; and PTO and pension credits will accrue during the interim. Life insurance and medical benefits will also continue during this notice period, and any required contributions will be deducted from the employee's pay.

b. Involuntary Separation

Involuntary separations may occur in situations where acceptable performance is not achieved after adequate counseling has been provided and measurable results have not occurred. Other incidents of unacceptable behavior also may result in involuntary termination of employment.

In either case, any consideration of notice in lieu of immediate dismissal will be evaluated on a case-by-case basis. Severance pay will not be made when an employee is terminated for cause.

c. Reduction-in-Force (RIF)

(1) An employee's services may be terminated as a result of changes in program, a decrease in work or related funding, reorganizations, and when Laboratory operations no longer require the skills or services that an employee can provide.

An employee being terminated through a RIF will be eligible for the following separation allowance:

Less than one year of service with Laboratory* *Laboratory employees with less than one year of service who were relocated are eligible for four week's pay.	[EX. 4] week's pay
One through four years of service with Laboratory	[EX. 4] week's pay
More than four years service with Laboratory	[EX. 4] week's pay per year of Laboratory service, up to a maximum of [EX. 4] weeks pay.

No employee who: 1) accepts transfer to another facility, subsidiary, or affiliate of the Contractor; 2) is offered employment at comparable pay and benefits by a successor contractor; 3) resigns; or 4) is discharged for cause, will be eligible for severance pay.

An employee who has been accepted for a voluntary RIF or who is impacted by a RIF and who is eligible for and elects retirement will not be denied severance pay. In the event DOE approves a special one-time incentive for early retirement in connection with a work force reduction, the eligibility window for the special incentive will be closed before any voluntary or involuntary RIF designations are made. Employees electing a retirement incentive are not eligible for severance pay.

(2) Extended benefits coverage will be made available to affected employees. Employees currently enrolled in the insurance programs will be able to continue their coverage for specified periods at the existing premium rates. The employee's premium contribution will be deducted from the final paycheck. These benefits will be as follows:

(a) Medical/Dental Insurance will continue for 60 days following the end of the month of layoff or until eligible for group coverage with a new employer, whichever occurs first.

(b) Life and Accidental Death and Dismemberment Insurance will continue for 60 days following the end of the month of layoff or until eligible for group coverage with a new employer, whichever occurs first.

(c) Commitments on approved tuition reimbursement courses made to employees enrolled prior to a termination notification date will be fulfilled for that current quarter or semester.

(d) All other benefits cease on the date of layoff and statutory benefit coverage provisions are to be implemented as required by applicable laws.

(3) Payments may be made only upon involuntary separation by RIF of an employee which results in a permanent separation from the employment at the Laboratory. However, payments may also be made upon voluntary separation of an employee within a RIF grouping which thereby eliminates the need for separating another employee involuntarily. Should an employee be rehired in the period covered by the separation pay, the employee will be responsible for refunding the remaining balance of severance pay.

(4) A specific employee assistance plan will be developed and implemented by the Human Resources Office for each RIF involving more than 10 employees within a 30-day period. Each plan will take into account the scope, as well as other significant aspects of the reduction-in-force, and will be reviewed by the Director and subject to Contracting Officer approval.

(5) Outplacement services may be offered on a case-by-case basis up to an amount not to exceed (amount redacted) per employee, and services beyond that amount will require Contracting Officer approval.

11. Research Participant Program Workers

Personnel of research and educational institutions and other persons participating in programs described in Section 9. Training and Education, section 4. Research Participant Program may be accorded temporary status at the Laboratory. A temporary professional staff appointment is for those individuals with exceptional professional qualifications and will not normally extend beyond 36 months in duration without the approval of the appropriate Associate Director.

II SECTION J, LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, ATTACHMENT 5 OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B) is deleted and replaced in its entirety with the following which reflects the incorporation of the following changes:

Summary of Modifications to Attachment 5
Operating and Administrative Requirements

Deleted	DOE M 470.4-1 CRD Safeguards and Security Program Planning and Management Approved: 08/26/05	CRD applicable in part
Deleted	DOE M 470.4-2 CRD Physical Protection Approved: 08/26/05	CRD applicable in part
Deleted	DOE M 470.4-3 CRD Protective Force Approved: 08/26/05	CRD applicable in part
Added	DOE O 471.3 CRD Identifying and Protecting Official Use Only Information Approved: 4/09/03	CRD applicable in whole
Added	DOE M 471.3-1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
Added	DOE N 206.3 CRD Personal Identity Verification Approved: 11/22/05	CRD applicable in part
Added	DOE M 470.4-1 CRD Change 1 Safeguards and Security Program Planning and Management Approved: 08/26/05 Change: 3/07/06	CRD applicable in part
Added	DOE M 470.4-2 CRD Change 1 Physical Protection Approved: 08/26/05 Change: 3/07/06	CRD applicable in part
Added	DOE M 470.4-3 CRD Change 1 Protective Force Approved: 08/26/05 Change: 3/07/06	CRD applicable in part

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT 5

OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B)
Prime Contract No. DE-AC36-99GO10337

The operating and administrative requirements, including the Contractor Requirements Documents of DOE directives listed below are applicable in whole or in part in accordance with clauses H-19 Application of DOE Contractor Requirements Documents and 970.5204-2, Laws, Regulations, and DOE Directives (DEC 2000). The concurrence analysis documenting applicability for each requirement below is maintained in the DOE Master File as well as any assurances as required by Clause H-19, are made a part of this Contract by reference and are managed through a formal change control process.

Operating and Administrative Requirements	Applicability
DOE O 110.3 CRD Conference Management Approved: 11/03/99	CRD applicable in whole
DOE O 130.1 CRD Budget Formulation Approved: 09/29/95	CRD applicable in whole
DOE O 142.3 CRD Unclassified Foreign Visits and Assignments Program Approved: 06/18/04	CRD applicable in whole
DOE O 151.1C CRD Comprehensive Emergency Management System Approved: 11/02/05	CRD applicable in whole
DOE O 200.1 CRD Information Management Program Approved: 09/30/96	CRD applicable in whole
DOE N 203.1 CRD Software Quality Assurance Approved: 10/02/00	CRD applicable in whole
DOE O 205.1 CRD Department of Energy Cyber Security Management Program Approved: 03/21/03	CRD applicable in whole
DOE M 205.1-1 CRD Incident Prevention, Warning, and Response (IPWAR) Manual Approved: 09/30/04	CRD applicable in whole
DOE M 205.1-2 CRD Clearing, Sanitization, and Destruction of Information Storage Media, Memory Devices, and Related Hardware Manual Approved: 06/26/05	CRD applicable in part

Operating and Administrative Requirements	Applicability
DOE N 205.2 CRD Foreign National Access to DOE Cyber Systems Approved: 11/01/99 DOE N 205.7, dated 02/12/04, extends this directive until 08/12/04 DOE N 205.16, dated 9/15/05, extends this directive until 09/30/06	CRD applicable in whole
DOE N 205.3 CRD Password Generation, Protection and Use Approved: 11/23/99 DOE N 205.7, dated 02/12/04, extends this directive until 08/12/04 DOE N 205.16, dated 9/15/05, extends this directive until 09/30/06	CRD applicable in part
DOE N 205.8 CRD Cyber Security Requirements for Wireless Devices and Information Systems Approved: 02/11/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 205.9 CRD Certification and Accreditation Process for Information Systems Including National Security Systems Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 205.10 CRD Cyber Security Requirements for Risk Management Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 205.11 CRD Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 206.3 CRD Personal Identity Verification Approved: 11/22/05	CRD applicable in part
DOE O 221.1 CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 03/22/01	CRD applicable in whole
DOE O 221.2 CRD Cooperation with the OIG Approved: 03/22/01	CRD applicable in whole
DOE O 225.1A CRD Accident Investigations Approved: 11/26/97	CRD applicable in whole
DOE O 226.1 CRD Implementation of Department of Energy Oversight Policy Approved: 09/15/05	CRD applicable in whole
DOE M 231.1-1A CRD Environment, Safety and Health Reporting Manual Approved: 03/19/04	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE M 231.1-2 CRD Occurrence Reporting and Processing of Operations Information Approved: 08/19/03	CRD applicable in whole
DOE O 241.1A CRD Scientific and Technical Information Management Approved: 04/09/01	CRD applicable in whole
DOE O 243.1 CRD Records Management Program Approved: 02/03/06	CRD applicable in whole
DOE O 243.2 CRD Vital Records Approved: 02/02/06	CRD applicable in whole
DOE O 251.1A CRD Directives System Approved: 01/30/98	CRD applicable in whole
DOE O 350.1 Change 1 CRD(s) Contractor Human Resource Management Programs Approved: 09/30/96 Change 1: 05/08/98	CRD applicable in whole
DOE O 350.2A CRD Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area Approved: 10/29/03	CRD applicable in whole
DOE O 412.1 CRD Work Authorization System Approved: 04/20/99	CRD applicable in whole
DOE O 413.1A CRD Management Control Program Approved: 04/18/02	CRD applicable in whole
DOE O 413.3 Change 1 CRD Program and Project Management for the Acquisition of Capital Assets Approved: 10/13/00 Change 1: 01/03/05	CRD applicable in whole
DOE O 414.1C CRD Quality Assurance Approved: 06/17/05	CRD applicable in part
DOE O 430.1B CRD Real Property Asset Management Approved: 09/24/03	CRD applicable in whole
DOE O 430.2A CRD Departmental Energy and Utilities Management Approved: 04/15/02	CRD applicable in whole
DOE O 443.1 CRD Protection of Human Subjects Approved: 05/15/00	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 450.1 CRD Environmental Protection Program Approved: 01/15/03	CRD applicable in whole
DOE O 470.2B CRD Independent Oversight and Performance Assurance Program Approved: 10/31/02	CRD applicable in whole
DOE M 470.4-1 CRD Change 1 Safeguards and Security Program Planning and Management Approved: 08/26/05 Change: 3/07/06	CRD applicable in part
DOE M 470.4-2 CRD Change 1 Physical Protection Approved: 08/26/05 Change: 3/07/06	CRD applicable in part
DOE M 470.4-3 CRD Change 1 Protective Force Approved: 08/26/05 Change: 3/07/06	CRD applicable in part
DOE M 470.4-4 CRD Information Security Approved: 08/26/05	CRD applicable in part
DOE M 470.4-5 CRD Personnel Security Approved: 08/26/05	CRD applicable in part
DOE O 471.3 CRD Identifying and Protecting Official Use Only Information Approved: 4/09/03	CRD applicable in whole
DOE M 471.3-1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE O 475.1 CRD Counterintelligence Program Approved 12/10/04	CRD applicable in whole
DOE N 481.1A CRD Reimbursable Work for Department of Homeland Security Approved: 04/21/03 DOE N 251.56, dated 04/20/04, extends this directive until 04/20/05	CRD applicable in whole
DOE O 482.1 CRD DOE Facilities Technology Partnering Programs Approved: 01/12/01	CRD applicable in whole
DOE O 483.1 CRD DOE Cooperative Research and Development Agreements Approved: 01/12/01	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 522.1 CRD Pricing of Departmental Materials and Services Approved: 11/03/04	CRD applicable in whole
DOE O 534.1B CRD Accounting Approved: 01/06/03	CRD applicable in whole
DOE O 551.1B CRD Official Foreign Travel Approved: 08/19/03	CRD applicable in whole
DOE O 580.1 CRD Department of Energy Personal Property Management Program Approved: 12/07/05	CRD applicable in whole

III. All other terms and conditions of the contract remain the same.