

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF	PAGES 12
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2. AMENDMENT/MODIFICATION NO. M779	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830
		10B. DATED (SEE ITEM 13) December 30, 1964

CODE	FACILITY CODE	11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS
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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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

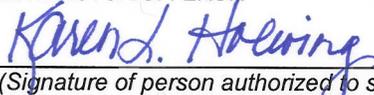
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.
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CHECK	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including a solicitation/contract subject matter where feasible.)
This bilateral contract modification incorporates changes to Part I, Section B, Supplies or Services and Prices/Costs, Section G, Contract Administration Data, Section H, Special Contract Requirements, Part II, Section I, Contract Clauses, and Part III, Section J, List of Documents, Exhibits and Other Attachments. (See Continuation Pages for the purpose and description of this modification)

15A. NAME AND TITLE OF SIGNER (Type or print) Karen L. Hoewing General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan M. Kilbury Contracting Officer
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7-14-11	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7-15-11
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Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Sections B, G, H, I and J to update the contract to its most current form and to add or delete language within the Contract.

Delete and replace Part I, Section B – Table of Contents.

Update Part I, Section B-2 – To use the most current funding modification and change the amount obligated under the Contract.

Revise Part I, Section B-3 – Estimated Budget Authority, Total Available Performance Fees, and Total Available Mission Stretch Goal(s) Incentive Fee is renamed B-3 Estimated Budget Authority, Total Available Performance Fees.

Revise Part I, Section B-3 - Estimated Budget Authority, Total Available Performance Fees, and Total Available Mission Stretch Goal(s) Incentive Fee will have subparagraph (b) removed and replaced with (b) RESERVED. This change is authored because there is no longer Mission Stretch Fee attached to this contract, and placing RESERVED in its place retains the past information in accordance with that clause.

Revise Part I, Section G-1 – Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR).

Revise Part I, Section G-1 - Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR) subparagraph (c) to include table of CO's/COR's

Delete and replace Part I, Section H – Table of Contents

Revise Part I, Section H- The clause H-9 Other Intellectual Property Related Matters will be revised to reflect the repayment of Department of Energy seed money for the Technology Transfer Mission under paragraph (b) Costs by deleting the text in subparagraphs (2) through (4) in their entirety and marking those subparagraphs as "RESERVED".

Delete in its entirety Part I, Section H – Clause H-29 and replace with H-29 "RESERVED"

Add to Part I, Section H, Clause H-42 "Implementation of Section I Clauses" to the Contract.

Delete and Replace Part II, Section I - Table of Contents.

Delete Part II, Section I- Delete replace and add to Part II – Contract Clauses, Section I.

Delete and replace Part II, Section I- Contract Clauses, Clause I-68, DEAR 952.215-70 Key Personnel (Dec 2000) at paragraph (b)(5), to remove Barry Merrill, Associate Laboratory Director, National Security and replace with Tony Peurrung, Associate Laboratory Director, National Security.

Delete and replace Part II, Section – Contract Clauses, Clause I-104, DEAR 970.5232-2 Payments and Advances (Dec 2000) Alternate II (Dec 2000) Alternate III (Dec 2000) (DEVIATION), to revise the title of

the clause, to replace the deviation language in paragraph (a) with the standard language and to delete the language in subparagraphs (1) and (3) and mark as "RESERVED".

Delete and replace Part II, Section – Contract Clauses, Clause I-116, DEAR 970.5245-1 Property (Dec 2000) Alternate I (Dec 2000) (DEVIATION), to revise the title of the clause and to replace paragraphs (h) and (j).

Delete and replace Part III, Section J – Appendix C

Delete and replace Part III, Section J- Appendix D

Description of Modification:

The following changes are hereby incorporated into the Contract:

1. Delete Part I, Section B – Delete and replace the Table of Contents.
2. Update Part I, Section B-2 – Use the most current funding modification and change the amount obligated under the contract clause is revised as follows:

B–2 Obligated Funds

The total amount of funds presently obligated by the Government with respect to this Contract is \$13,293,546,964.22 (through modification A778). Such amount may be increased or decreased in accordance with Contract clause 970.5232-4 "Obligation of Funds".

(End of Clause)

[M779]

3. Revise Part I, Section B-3 – Estimated Budget Authority, Total Available Performance Fees, and Total Available Mission Stretch Goal(s) Incentive Fee will be renamed B-3 Estimated Budget Authority, Total Available Performance Fees.
4. Revise Part I, Section B-3 - Estimated Budget Authority, Total Available Performance Fees, and Total Available Mission Stretch Goal(s) Incentive Fee will have subparagraph (b) removed and replaced with (b) "RESERVED". This change is authored because there is no longer Mission Stretch Fee attached to this contract, and placing "RESERVED" in its place retains the past information in accordance with that clause, clause revised as follows:

B–3 Estimated Budget Authority, Total Available Performance Fees

- (a) In accordance with the Contract clause entitled "Determining Total Available Performance Fee and Fee Earned", the annual total available performance fees for this Contract shall be \$7,300,000 for FY03 and \$7,800,000 for FY04 through FY07 respectively. The total annual estimated Budget Authority for FY03 is \$511,200,000. For FY08, the total available performance fee shall be \$8,600,000. For FY09 through the end of FY12, the total available performance fee shall be \$9,000,000 per fiscal year. The total annual estimated Budget Authority for FY08 is \$770,000,000. The total estimated annual budget authority for FY09 is

\$832,000,000. The total estimated annual budget authority for FY10 through FY12 is \$848,000,000 per fiscal year. **[M494]**

(b) **RESERVED [M779]**

(End of Clause)

5. Part I, Section G-1 – Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR) subparagraph (b) include the word Contract to read as follows:

- (b) Contract correspondence for the Pacific Northwest Site Office Contracting Officer is as follows:

Ryan M. Kilbury
 Contracting Officer
 Pacific Northwest Site Office (PNSO)
 U.S. Department of Energy
 P.O. Box 350, K9-42
 Richland, WA 99352
[M779]

6. Part I, Section G-1 - Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR) subparagraph (c) is revised as follows:

Ryan M. Kilbury, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$25M and direct changes to the contract in an amount not to exceed \$25M.
Melanie P. Fletcher, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$10M and direct changes to the contract in an amount not to exceed \$10M.
Julie K. Erickson, Deputy Manager, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Debbie E. Trader, Director, Laboratory Stewardship Division, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions within the scope of the PNSO Laboratory Stewardship Division that do not involve a change in the scope, price, terms, or conditions of the Contract.
Jeffery W. Day, Program Manager, Laboratory Stewardship Division, Pacific Northwest Site Office	Authorized to take all actions associated with your position as Program Manager for the acquisition of the High Performance Computing System-4 (HSPC-4), which will be procured and placed into the Environmental Molecular Sciences Laboratory (EMSL).
Dationa O. Carter, Attorney-Advisor, Office of Chief Counsel, Oak Ridge Operations Office	Unlimited authority to act for the Contracting Officer for Litigation Management and Legal Policy functions that do not involve a change in

	the scope, price, terms or conditions of the Contract.
Wendy E. Bryant, Assistant Chief Counsel for Contracts and General Law, Office of Chief Counsel, Oak Ridge Operations Office	Unlimited authority to act for the Contracting Officer for Litigation Management and Legal Policy functions that do not involve a change in the scope, price, terms or conditions of the Contract.

[M779]

7. Part I, Section H – Delete and replace the Table of Contents.
8. Part I, Section H- The clause H-9, Other Intellectual Property Related Matters, will be revised to reflect the repayment of Department of Energy seed money for the Technology Transfer Mission under paragraph (b) Costs by deleting the text in subparagraphs (2), (3), and (4) in their entirety and marking those subparagraphs as “RESERVED”.
9. Delete Part I, Section H, Clause H-29, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information (66 Fed Reg 8560, Feb. 1, 2001), the clause in its entirety and replace with the following:

H-29 RESERVED [M779]

10. Add Part I, Section H, Clause H-42 Implementation of Section I Clauses to the contract, clause to read as follows:

H-42 Implementation of Section I Clauses

- (a) For purposes of identifying the use of Alternates and Deviations to FAR and DEAR clauses, ***bold italic*** lettering will be used where the language contained within a FAR or DEAR clause is providing alternative language or a deviation to the affected clause.
- (b) For purposes of implementation of Contract Clause I-9B, entitled “Personal Identity Verification of Contractor Personnel”, the Parties agree to the following:
 - 1) The agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201 and that must be complied with, are the applicable DOE directives included in Appendix D, List of Applicable DOE Directives & External Requirements.
 - 2) The Contractor shall only account for Government-provided identification issued through processes managed by the Contractor in connection with this Contract.
 - 3) The Contractor shall return or disposition the Government-provided identification issued to Contractor employees in connection with HSPD-12 credentials in the manner approved by DOE.

(c) For purposes of implementation of Contract Clause I-56, entitled, "Government Supply Sources", the Parties agree that the applicable reference is to the "Property" clause in this Contract.

(d) For purposes of implementation of Contract Clause I-90, entitled, "Diversity Plan", the Parties agree to the following:

- 1) The Contractor has submitted a Diversity Plan to the Contracting Officer and the Contracting Officer has approved it.
- 2) The Contractor shall review its Diversity Plan annually and submit an update to its Diversity Plan as necessary, or upon request from the Contracting Officer.

(e) For purposes of implementation of Contract Clause I-100, entitled "Insurance-Litigation and Claims", the Parties agree that the term "contractor's managerial personnel" is defined in the "Property" Clause in this Contract.

(f) For purposes of implementation of Contract Clause I-104, entitled "Payments and Advances", the Parties agree to the following:

1) Monthly Provisional Fee Payments. The Contractor may withdraw against the payments cleared financing arrangement, up to one-twelfth (1/12) of 90% of the performance fee for the fiscal year, on the first day of each month, unless otherwise instructed in writing by the Contracting Officer.

2) Final Fee Payment. Following DOE's determination of Total Available Fee Amount Earned, the Contractor is authorized to withdraw any amount of earned fee over the amount previously paid on a provisional basis from the payments cleared financing arrangement. In the event DOE determines there has been an overpayment to the Contractor, such overpayment plus interest shall be redeposited to the payments cleared financing arrangement within 30 calendar days, or otherwise used as directed by the Contracting Officer. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(g) For purposes of implementation of Contract Clause I-111, entitled "Federally Funded Research and Development Center Sponsoring Agreement", the Parties agree that the referenced clause only applies to work performed under this Contract and does not apply to work performed under Agreement DE-GM05-00RL01831.

(End of Clause)

[M779]

11. Part II, Section I – Delete and replace the Table of Contents.

12. Part II, Section I -Contract Clauses, Section I – Contract Clauses is revised as follows:

Replace:

I-1	FAR 52.202-1	Definitions (Dec 2001)
I-5	FAR 52.203-7	Anti Kickback Procedures (July 1995)
I-8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
I-9A	FAR 52.204-7	Central Contractor Registration (Oct 2003) Alt 1 (Oct 2003)
I-22	FAR 52.222-11	Subcontracts (Labor Standards) (Feb 1988) (DEVIATION)
I-26	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
I-27	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
I-28	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
I-35	FAR 52.225-9	Buy American Act – Construction Materials (Jan 2005)
I-38	FAR 52.230-2	Cost Accounting Standards (Apr 1998)
I-39	FAR 52.230-6	Administration of Cost Accounting Standards (Mar 2008)
I-40	FAR 52.232-17	Interest (Jun 1996)
I-49	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)
I-53	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)
I-56	FAR 52.251-1	Government Supply Sources (Apr 1984) (DEVIATION)
I-61	DEAR 952.204-2	Security (May 2002) (DEVIATION)
I-65	DEAR 952.209-72	Organizational Conflicts of Interest (Jun 1997) Alternate I (Jun 1997)
I-66	DEAR 952.211-71	DEAR 952.211-71 Priorities and Allocations (Atomic Energy) (Jun 1996)
I-67	DEAR 952.211-71	Priorities and Allocations (Domestic Energy Supplies) (Jun 1996) Alternate I (Jun 1996)
I-71	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)
I-73	DEAR 952.247-70	Foreign Travel (Dec 2000)
I-75	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)
I-78	DEAR 970.5203-3	Contractor's Organization (Dec 2000) (DEVIATION)
I-79	DEAR 970.5204-1	Counterintelligence (Dec 2000)
I-84	DEAR 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (Dec 2000) Alternate I (Dec 2000)
I-88	DEAR 970.5223-2	Acquisition and Use of Environmentally Preferable Products and Services (Dec 2000)
I-89	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)
I-90	DEAR 970.5226-1	Diversity Plan (Dec 2000) (DEVIATION)
I-100	DEAR 970.5228-1	Insurance-Litigation and Claims (Mar 2002)
I-105	DEAR 970.5232-3	Accounts, Records, and Inspection (JUN 2007) (AL 2009-xx)
I-111	DEAR 970.5235-1	Federally Funded Research and Development Center Sponsoring Agreement (Dec 2000)
I-113	DEAR 970.5242-1	Penalties for Unallowable Costs (Dec 2000)
I-115	DEAR 970.5244-1	Contractor Purchasing System (Dec 2000) (DEVIATION)

Replace with:

I-1	FAR 52.202-1	Definitions (July 2004)
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I-5	FAR 52.203-7	Anti Kickback Procedures (Oct 2010)
I-8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
I-9A	FAR 52.204-7	Central Contractor Registration (Apr 2008)
I-22	FAR 52.222-11	Subcontracts (Labor Standards) (July 2005)
I-26	FAR 52.222-35	Equal Opportunity for Veterans (Sep 2010)
I-27	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
I-28	FAR 52.222-37	Employment Reports on Veterans (Sep 2010)
I-35	FAR 52.225-9	Buy American Act – Construction Materials (Sep 2010)
I-38	FAR 52.230-2	Cost Accounting Standards (Oct 2010)
I-39	FAR 52.230-6	Administration of Cost Accounting Standards (June 2010)
I-40	FAR 52.232-17	Interest (Oct 2010)
I-49	FAR 52.244-6	Subcontracts for Commercial Items (Dec 2010)
I-53	FAR 52.247-67	Submission of Transportation Documents for Audit (Feb 2006)
I-56	FAR 52.251-1	Government Supply Sources (Aug 2010)
I-61	DEAR 952.204-2	Security (Mar 2011)
I-65	DEAR 952.209-72	Organizational Conflicts of Interest (Aug 2009) Alternate I
I-66	DEAR 952.211-71	Priorities and Allocations (Atomic Energy) (Apr 2008)
I-67		RESERVED
I-71		RESERVED
I-73	DEAR 952.247-70	Foreign Travel (Jun 2010)
I-75	DEAR 952.251-70	Contractor Employee Travel Discounts (Aug 2009)
I-78	DEAR 970.5203-3	Contractor's Organization (Dec 2000)
I-79	DEAR 970.5204-1	Counterintelligence (Dec 2010)
I-84	DEAR 970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) Alternate II [Aug 2009]
I-88		RESERVED
I-89	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2010)
I-90	DEAR 970.5226-1	Diversity Plan (Dec 2000)
I-100	DEAR 970.5228-1	Insurance – Litigation and Claims (Aug 2009)
I-105	DEAR 970.5232-3	Accounts, Records and Inspection (Dec 2010)
I-111	DEAR 970.5235-1	Federally Funded Research and Development Center Sponsoring Agreement (Dec 2010)
I-113	DEAR 970.5242-1	Penalties for Unallowable Costs (Aug 2009)
I-115	DEAR 970.5244-1	Contractor's Purchasing System (Aug 2009)
Add:		
I-9B	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)

13. Part II, Section I, Contract Clauses, Clause I-68, 952.215-70 Key Personnel, is changed as follows: The text of subparagraph (b) is deleted in its entirety and replaced with the following:

- (b) The list of personnel may, with the consent of the contracting Parties, be amended from time to time during the course of the Contract to add or delete personnel.

- (1) Michael Kluse, Laboratory Director;
- (2) Steven F. Ashby, Deputy Director for S&T;
- (3) J. Michael Davis, Associate Laboratory Director, Energy and Environment;
- (4) Douglas Ray, Associate Laboratory Director, Fundamental and Computational Sciences;
- (5) Anthony J. Peurrung, Associate Laboratory Director, National Security;
- (6) Michael H. Schlender, Associate Laboratory Director, Operational Systems, and Chief Operations Officer;
- (7) Paula Linnen, Associate Laboratory Director, Organizational Development Systems;
- (8) Martin D. Conger, Associate Laboratory Director, Business Systems, and Chief Financial Officer;
- (9) Cameron M. Andersen, Director, Environment, Health, Safety, & Security Division; and
- (10) Larry E. Maples, Director, Facilities and Operations Division.

[M779]

14. Part II, Section I, Contract Clauses, the title of Clause I-93 is revised to read, "DEAR 970.5227-2 Rights in Data – Technology Transfer (Dec 2000) (Class Deviation Jul 2006) Acquisition Letter 2006-10" and the title of Clause I-94 is revised to read, "DEAR 970.5227-3 Technology Transfer Mission (Aug 2002) (Class Deviation Jul 2006) Acquisition Letter 2006-10, Alternate I (Aug 2002)".

15. Part II, Section I, Contract Clauses, the title of Clause I-104 is revised to read, "DEAR 970.5232-2 Payments and Advances (Dec 2000) Alternate II (Dec 2000) Alternate III (Dec 2000)" and the text of subparagraph (a) is deleted in its entirety and replaced with the following:

- (a) ***Payment of Total available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer. [M779]***

(1) RESERVED [M779]

(2) RESERVED [M528]

(3) RESERVED [M779]

16. Part II, Section I, Contract Clauses, the title of Clause I-116 is revised to read, "DEAR 970.5245-1 Property (Dec 2000) (DEVIATION) Alternate I (Dec 2000)" and the text of subparagraph (h) is deleted in its entirety and replaced with the following:

- (h) Government property for Government use only. Government property shall be used only for the performance of this Contract, ***except as set forth in the Special Contract***

**Requirement entitled "Pacific Northwest National Laboratory Land/Facilities."
[M779]**

17. Part II, Section I, Contract Clauses, the text of subparagraph (j) of Clause I-116, DEAR 970.5245-1 Property (Dec 2000) (DEVIATION) Alternate I (Dec 2000), is deleted in its entirety and replaced with the following:

(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).

[M779]

18. Delete Part III, Section J – Appendix C – FY 10 Subcontracting Plan for Socioeconomic Programs and replace with Part III, Section J – Appendix C – FY 11 Subcontracting Plan for Socioeconomic Programs.

19. Revise Part III, Section J- Appendix D as follows:

Delete:

CRD O 110.3A	Conference Management
CRD N 205.2	Foreign National Access to DOE Cyber Systems
CRD N 205.3	Password Generation, Protection, and Use
CRD N 205.8	Cyber Security Requirements for Wireless Devices and Information Systems
CRD N 205.9	Certification and Accreditation Process for Information Systems Including National Security Systems
CRD N 205.10	Cyber Security Requirements for Risk Management
CRD N 205.11	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems
CRD O 251.1B	Directives System
CRD O 412.1	Work Authorization System
CRD N 450.7	The Safe Handling, Transfer, and Receipt of Biological Etiological Agents at Department of Energy Facilities
CRD M 452.4-1A	Protection of Use Control Vulnerabilities and Designs
CRD M 461.1-1, Chg 1	Packaging and Transfer of Materials of National Security Interest Manual
CRD M 475.1-1B	Identifying Classified Information Manual
DOE O 5400.5, Chg. 2	Radiation Protection of the Public and the Environment

Replace:

CRD O 142.3, Chg. 1	Unclassified Foreign Visit and Assignments
CRD O 200.1	Information Management Program
CRD M 205.1-5	Cyber Security Process Requirements Manual
CRD O 221.1	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
CRD O 241.1A, Chg. 1	Scientific and Technical Information Management
CRD O 252.1	Technical Standards Program
CRD O 413.1A	Management Control Program
CRD O 413.2B	Laboratory Directed Research and Development
CRD O 413.3A, Chg. 1	Program and Project Management for the Acquisition of Capital Assets
CRD O 443.1	Protection of Human Subjects
CRD O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest
CRD M 470.4-1, Chg. 1	Safeguards and Security Program Planning and Management
CRD M 470.4-4A	Information Security Manual
CRD O 471.3	Identifying and Protecting Official Use Only Information
CRD M 471.3-1**	Manual for Identifying and Protecting Official Use Only Information
CRD O 475.2	Identifying Classified Information

Replace with:

CRD O 142.3A	Unclassified Foreign Visits and Assignments Program
CRD O 200.1A	Information Technology Management
CRD M 205.1-5, Chg. 2	Cyber Security Process Requirements Manual
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
CRD O 241.1B	Scientific and Technical Information Management
CRD O 252.1A	Technical Standards Program
CRD O 413.1B	Internal Control Program
CRD O 413.2B, Chg. 1	Laboratory Directed Research and Development
CRD O 413.3B	Program and Project Management for the Acquisition of Capital Assets
CRD O 443.1B	Protection of Human Subjects
CRD O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
CRD M 470.4-1, Chg. 2	Safeguards and Security Program Planning and Management
CRD M 470.4-4A, Chg. 1	Information Security Manual
CRD O 471.3, Chg. 1	Identifying and Protecting Official Use Only Information
CRD M 471.3-1, Chg. 1	Manual for Identifying and Protecting Official Use Only Information
CRD O 475.2A	Identifying Classified Information

Add:

CRD M 205.1-6, Chg. 2	Media Sanitization Manual
CRD M 205.1-8, Chg.2	Cyber Security Incident Management Manual
CRD O 225.1B	Accident Investigations

CRD O 313.1

Management and Funding of the Department's Overseas
Presence

CRD O 458.1, Chg. 1**

Radiation Protection of the Public and the Environment

** The Contractor's responsibility to implement CRD O 458.1, Chg. 1 "Radiation Protection of the Public and the Environment" is limited to Chapter 2, sections 2 and 5, and Chapter 4.

[M779]

20. This modification results in no further changes to the Contract.

(End of Contract Modification)