

2. AMENDMENT/MODIFICATION NO. 0093	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE	892332	7. ADMINISTERED BY (If other than Item 6) NNSA Sandia Field OFC NA-00-SN Sandia Field Office (MS 0184) P.O. Box 5400 Albuquerque NM 87185-5400	CODE	05005
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) National Technology & Engineering Solutions of Sandia, LLC Attn: Kelly Westlake 1515 EUBANK BLVD. SE P.O. BOX 5800, MS-0180, 87185-0180 ALBUQUERQUE NM 871850180	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003525
		10B. DATED (SEE ITEM 13) 12/16/2016
CODE 007113228	FACILITY CODE	

**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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**


CHECK ONE	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 data, 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: FAR Part 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority)

**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.)  
Please see Schedule, beginning page 2.

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Payment:  
Period of Performance: 01/18/2017 to 04/30/2022

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

15A. NAME AND TITLE OF SIGNER (Type or print) Kelly Westlake, Sr Manager, Prime Contract National Technology & Engineering Solutions of Sandia	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria D. Trujillo
15B. CONTRACTOR/OFFEROR Kelly E. Westlake <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED Westlake Date: 2020.06.30 12:06:41 06'00'
	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

1. The purpose of this modification is for changes to the Contract as follows:
  - a) Update PART I THE SCHEDULE, SECTION H: SPECIAL CONTRACT REQUIREMENTS, H-20 CONSTRUCCION PROJECTS, Section (a);
  - b) Update PART II CONTRACT CLAUSES, SECTION I CONTRACT CLAUSES, TABLE OF CONTENTS;
  - c) Update PART II CONTRACT CLAUSES, SECTION I CONTRACT CLAUSES, Paragraph A. FAR Clauses Incorporated by Reference; and
  - d) Update PART II CONTRACT CLAUSES, SECTION I CONTRACT CLAUSES, Paragraph C. FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT.
  
2. As a result of the changes noted above the Contract is modified in the following particulars:
  - a) Update PART I THE SCHEDULE, SECTION H: SPECIAL CONTRACT REQUIREMENTS, H-20 CONSTRUCCION PROJECTS, Section (a)  
  
From: (a) Capital Construction Projects are defined for the purposes of this Contract as construction projects which are anticipated to exceed a total of \$10M for all design and construction costs.  
  
To: (a) Capital Construction Projects are defined for the purposes of this Contract as construction projects which are anticipated to exceed a total of **\$50M** for all design and construction costs.
  
  - b) PART II CONTRACT CLAUSES, SECTION I CONTRACT CLAUSES, TABLE OF CONTENTS is updated as follows:
    - i. Update the title of Clause I-3 with the following: FAR 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) (AS MODIFIED BY DEAR 952.216-7) (TAILORED APR 2020)
    - ii. Update the title of Clause I-27 with the following: DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM (JAN 2013) (NNSA CLASS DEVIATION MAY 2016 modified by NNSA AL 2020-02)
    - iii. Incorporate a new clause as I-31 titled, FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS, (DEC 2013) (DEVIATION APR 2020)
    - iv. Incorporate a new clause as I-32 titled, FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019) (DEVIATION APR 2020)

c) PART II CONTRACT CLAUSES, SECTION I CONTRACT CLAUSES, Paragraph A.  
FAR Clauses Incorporated by Reference is updated as follows:

- i. Remove reference to FAR 52.237-11, Accepting and Dispensing of \$1 Coin, dated September 2008, in accordance with Federal Register Volume 83, No. 187 dated September 26, 2018.
- ii. Remove reference to FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- iii. Remove reference to FAR 52.244-6 Subcontracts for Commercial Items (Aug 2019)
- iv. Update the asterisk in FAR 52.246-26 Reporting Nonconforming Items (Dec 2019) with the following:

FAR Number	Clause Title	Date of Clause
52.246-26	Reporting Nonconforming Items  <i>* this clause will be fully implemented by 12/02/2020.</i>	December 2019

d). PART II CONTRACT CLAUSES, SECTION I CONTRACT CLAUSES, Paragraph C.  
FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT is updated as follows:

- i. Clause I-3 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) (AS MODIFIED BY DEAR 952.216-7) is superseded and replaced in its entirety by I-3 FAR 52.216-7, ALLOWABLE COST AND PAYMENT (AUG 2018) (AS MODIFIED BY DEAR 952.216-7) (TAILORED APR 2020) as follows:

**I-3 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) (AS MODIFIED BY DEAR 952.216-7) (TAILORED APR 2020)**

Note: Paragraph (a) applies to transition and contract close-out only.

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized

representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Reserved.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by Program (B&R) and indirect expense applied at claimed rates, as well as subsidiary schedule of Program participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract, if required by the Contracting Officer.

(J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Reserved.

(L) Reserved.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Reserved.

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.



(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract;  
and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be –

(1) reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the

Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

ii. In accordance with Acquisition Letter 2020-02, incorporated the following changes in Clause I-27 DEAR 970.5244-1:

1. Change the threshold in paragraph (f)(2) from \$100,000 to \$150,000; and

2. Replace “Nondisplacement of Qualified Workers clause prescribed in 48 CFR 22.1207” with “[Reserved]” in paragraph (x)(7).

iii. Add Clause I-31 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS, (DEC 2013) (DEVIATION APR 2020) as follows:

**I-31 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (DEVIATION APR 2020)**

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

iv. Add Clause I-32 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019) (DEVIATION APR 2020) as follows:

**I-32 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019) (DEVIATION APR 2020)**

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

*Commercial item* and “commercially available off-the-shelf item” have the meanings contained in Federal Acquisition Regulation 2.101, Definitions.

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

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- (c)
- (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
  - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
  - (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
  - (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
  - (v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
  - (vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (vii) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (viii) 52.222-21, *Prohibition of Segregated Facilities* (Apr 2015).
- (ix) 52.222-26, *Equal Opportunity* (Sept 2015) (E.O.11246).
- (x) 52.222-35, *Equal Opportunity for Veterans* (Oct 2015)  
(38 U.S.C.4212(a));
- (xi) 52.222-36, *Equal Opportunity for Workers with Disabilities* (Jul 2014) (29 U.S.C.793).
- (xii) 52.222-37, *Employment Reports on Veterans* (Feb 2016)  
(38 U.S.C.4212)
- (xiii) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act* (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiv)
- (A) 52.222-50, *Combating Trafficking in Persons* (Jan 2019)  
(22 U.S.C. chapter 78 and E.O. 13627).
- (B)Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-55, *Minimum Wages under Executive Order 13658* (Dec 2015), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
- (xvi) 52.222-62, *Paid Sick Leave Under Executive Order 13706* (Jan 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- (xvii)
- (A) 52.224-3, *Privacy Training* (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
- (B)Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- (xviii) 52.225-26, *Contractors Performing Private Security Functions Outside the United States* (Oct 2016) (Section 862, as amended, of the

National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION APR 2020), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

3. Replace Appendix B, List of Applicable Directives and NNSA Policy Letters in its entirety with Attachment 1.

4. All Other Terms and Conditions Remain Unchanged

End of Modification

**Part III - Section J**  
**APPENDIX B**  
**List of Applicable Directives and NNSA Policy Letters**

In addition to the list of applicable directives referenced below, the contractor shall also comply with supplementary directives (e.g., manuals), which are invoked by a Contractor Requirements Document (CRD) attached to a directive referenced below. The Contractor shall comply with the Operating Requirements identified in Appendix B.

<b>Number</b>	<b>Date</b>	<b>Title</b>	<b>Mod #</b>
APPH Chapter X Revision 10	9/08/98	Accounting Practices & Procedures Handbook (APPH) Chapter X – Product Cost Accounting	Award
DOE O 130.1	9/29/95	Budget Formulations	Award
DOE O 140.1	05/14/18	Interface with the Defense Nuclear Facilities Safety Board	Award M0050
DOE O 142.2A, Admin Chg. 1	6/27/13	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Award
DOE M 142.2-1, Admin Chg. 1	6/27/13	Manual for the Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Award
DOE O 142.3A, Chg 2 (LtdChg)	12/13/19	Unclassified Foreign Visits and Assignments Program	Award M0018 M0085
DOE O 144.1 Admin Chg. 1	11/6/09	Department of Energy American Indian Tribal Government Interactions and Policy	Award
DOE O 150.1A	3/31/14	Continuity Programs	Award
DOE O 151.1D, Chg 1 (Min Chg)	10/4/19	Comprehensive Emergency Management System <sup>1</sup>	Award M0082
DOE O 153.1	6/27/07	Departmental Radiological Emergency Response Assets	Award
DOE O 200.1A	12/23/08	Information Technology Management	Award
DOE O 205.1C	5/15/19	Department of Energy Cybersecurity Program <sup>2</sup>	M0072
NA SD 205.1	7/6/17	Baseline Cybersecurity Program	M0032
DOE M 205.1-3, Admin Chg. 1	12/20/12	Telecommunications Security Manual <sup>3</sup>	Award
DOE O 206.1, Chg 1	11/01/18	Department of Energy Privacy Program	Award M0063
NA SD 206.1	06/22/18	Privacy Program	M0050
DOE O 206.2	2/19/13	Identity, Credential, and Access Management (ICAM)	Award

<sup>1</sup> Full implementation will be achieved by July 24, 2020, in accordance with the approved implementation plan.

<sup>2</sup>SNL will evaluate NNSA Cyber Security Program Plan releases to ensure referenced requirements are adequately addressed.

<sup>3</sup> Refer to memorandum from NNSA/HQ/NA-IM-10, Subject: *Cable-confined Testing and Transmitter Review Forms (TRF)*, dated 4/25/12, for clarification to TRF completion Requirements.



<b>Number</b>	<b>Date</b>	<b>Title</b>	<b>Mod #</b>
NA SD 206.2	4/14/18	Implementation of Personal Identity Verification for Uncleared Contractors <sup>4</sup>	M0063
DOE O 210.2A	4/08/11	DOE Corporate Operating Experience Program	Award
NAP 220.1	06/19/18	Internal Affairs Program	M0050
DOE O 221.1B	9/27/16	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Award
DOE O 221.2A	2/25/08	Cooperation With the Office of Inspector General	Award
DOE O 225.1B	3/04/11	Accident Investigations	Award
DOE O 226.1B	4/25/11	Implementation of Department of Energy Oversight Policy	Award
NNSA SD 226.1C	10/1/19	NNSA Site Governance	M0008 M0085
DOE O 227.1A	12/21/15	Independent Oversight Program	Award
DOE O 231.1B, Admin Chg. 1	11/28/12	Environment, Safety and Health Reporting	Award
DOE O 232.2A Chg 1 (MinChg)	10/4/19	Occurrence Reporting and Processing of Operations Information	Award M0026 M0082
DOE O 241.1B Chg. 1	4/26/16	Scientific and Technical Information Management	Award
DOE O 243.1B, Admin Chg. 1	7/8/13	Records Management Program	Award
NA SD 251.1A	01/17/18	Directives Management	M0050
DOE O 252.1A, Admin Chg. 1	3/12/13	Technical Standards Program	Award
DOE O 313.1	11/19/09	Management and Funding of the Department's Overseas Presence	Award
NA SD O 350.1	2/5/09	Management and Operating Contractor Service Credit Recognition	Award M0008
NAP 401.1	11/24/15	Weapon Quality Policy (renumbered from NAP 24A in M0057)	Award
DOE O 410.2, Admin Chg. 1	4/10/14	Management of Nuclear Materials	Award
DOE O 411.2	1/4/17	Scientific Integrity	M0018
NAP-412.1	2/11/19	Financial Integration	M0072
DOE O 412.1A, Admin Chg. 1	5/21/14	Work Authorization System	Award
DOE O 413.1B	10/28/08	Internal Control Program	Award
NAP-413.1	6/3/19	Data Collection for Cost Estimating	M0057
DOE O 413.2C, Change 1	8/2/18	Laboratory Directed Research and Development	Award M0050

<sup>4</sup> Full implementation will be achieved by December 2025 in accordance with the NNSA-approved implementation plan.

<b>Number</b>	<b>Date</b>	<b>Title</b>	<b>Mod #</b>
DOE O 413.3B, Chg. 5	4/12/18	Program and Project Management for the Acquisition of Capital Assets <sup>5</sup>	M0018 M0032 M0050
DOE O 414.1D, Admin Chg.1	5/8/13	Quality Assurance	Award
DOE O 415.1, Chg 2	1/13/17	Information Technology Project Management	M0018
NA SD 415.1	9/3/14	Project Oversight for Information Technology	Award
DOE O 420.1C, Chg. 3 (LtdChg)	11/14/19	Facility Safety <sup>6</sup>	Award M0063 M0082
DOE O 420.2C	7/21/11	Safety of Accelerator Facilities	Award
DOE O 422.1, Chg 3 (Min Chg)	10/4/19	Conduct of Operations	Award M0082
DOE O 425.1D, Chg 2 (Min Chg)	10/4/19	Verification of Readiness to Start up or Restart Nuclear Facilities	Award M0082
DOE O 426.2 Admin Chg. 1	7/29/13	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities	Award
NNSA SD 430.1	1/18/17	Real Property Asset Management	M0018
DOE O 433.1B, Admin Chg. 1	3/12/13	Maintenance Management Program for DOE Nuclear Facilities	Award
DOE N 435.1	8/9/11	Contact-Handled and Remote-Handled Transuranic Waste Packaging	Award
DOE O 435.1, Chg. 1	8/28/01	Radioactive Waste Management	Award
DOE O 436.1	5/2/11	Departmental Sustainability <sup>7</sup>	Award
DOE O 440.2C, Admin Chg. 1	6/22/11	Aviation Management and Safety	Award
DOE M 441.1-1 Admin Chg. 1	2/24/16	Nuclear Material Packaging <sup>8</sup>	Award
DOE O 442.1B	1/31/19	Department of Energy Employee Concerns Program	M0072
DOE O 442.2, Chg 1 (Pg Chg)	10/5/16	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health	Award
DOE N 443.1	1/21/16	Protection of Human Research Subjects in Classified Research	Award
DOE O 443.1C	11/26/19	Protection of Human Research Subjects	Award M0085

<sup>5</sup> The annual Value Management/Engineering progress report required by paragraph 10. of the CRD shall be submitted to Program Offices through the SFO.

<sup>6</sup> Full implementation will be achieved in accordance with the NNSA-approved implementation plan.

<sup>7</sup> All references to "14001:2004" shall be replaced with "14001:2015".

<sup>8</sup> Material acquired subject to DOE M 441.1-1 must have an approved container for storage, or must have a NNSA-approved plan to develop a container to comply with the requirements, when it comes on site.

<b>Number</b>	<b>Date</b>	<b>Title</b>	<b>Mod #</b>
DOE O 452.1E	1/26/15	Nuclear Explosive and Weapon Surety Program <sup>9</sup>	Award
DOE O 452.2E	1/26/15	Nuclear Explosive Safety	Award
NA SD 452.2A	10/20/17	Nuclear Explosive Safety Evaluation Process	Award M0032
DOE O 452.3	6/8/05	Management of the Department of Energy Nuclear Weapons Complex	Award
NNSA SD 452.3-1A	2/25/16	Defense Programs Business Process System <sup>10</sup>	Award
NNSA SD 452.3-2	1/19/17	Phase 6.X Process	M0018
DOE O 452.4C	8/28/15	Security and Use Control of Nuclear Explosives and Nuclear Weapons	Award
DOE O 452.6A	4/14/09	Nuclear Weapon Surety Interface with the Department of Defense	Award
DOE O 452.7, Chg 1	5/29/20	Protection of Use Control Vulnerabilities and Designs	Award M0093
DOE O 452.8	7/21/11	Control of Nuclear Weapons Data	Award
DOE O 456.1A	7/15/16	The Safe Handling of Unbound Engineered Nanoparticles	Award
DOE O 457.1A	8/26/13	Nuclear Counterterrorism	Award
DOE O 458.1, Admin Chg. 3	1/15/13	Radiation Protection of the Public and the Environment	Award
DOE O 460.1D	12/20/16	Hazardous Materials Packaging and Transportation Safety	M0018
DOE O 460.2A	12/22/04	Departmental Materials Transportation & Packaging Management	Award
DOE M 460.2-1A	6/04/08	Radioactive Material Transportation Practices Manual	Award
DOE O 461.1C, Chg. 1 (Min Chg)	10/4/19	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest	Award M0085
DOE O 461.2	11/1/10	Onsite Packaging and Transfer of Materials of National Security Interest	Award
DOE O 462.1, Admin Chg. 1	7/10/13	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities	Award
DOE O 470.3C	11/23/16	Design Basis Threat (DBT) <sup>11</sup>	Award M0043

<sup>9</sup> Clarification to CRD, Item 7c: Concepts for features are to be developed for consideration.

<sup>10</sup> Changes will be processed as described in Section H, clause H-14(c). CRD Item 6 is achieved through the M&O Contractor Working Group.

<sup>11</sup> Will be implemented in accordance with the NNSA enterprise implementation plan. NTESS will coordinate with NNSA when requirements cannot be implemented within existing resources.

<b>Number</b>	<b>Date</b>	<b>Title</b>	<b>Mod #</b>
DOE O 470.4B, Admin Chg. 2	1/17/17	Safeguards and Security Program <sup>12</sup>	M0018
ACD 470.6	7/15/19	Use of Mobile Devices within National Nuclear Security Administration Secure Spaces <sup>13</sup>	M0082
DOE O 470.6, Chg 1	1/11/17	Technical Security Program <sup>14</sup>	Award M0032
NA SD 470.4-2	06/23/18	Enterprise Safeguards and Security Planning and Analysis Program <sup>15</sup>	M0050
DOE M 470.4-4A	10/12/10	Information Security Manual <sup>16</sup>	Award
DOE O 471.1B	3/1/10	Identification and Protection of Unclassified Controlled Nuclear Information	Award
DOE O 471.3, Admin Chg. 1	1/13/11	Identifying and Protecting Official Use Only Information	Award
DOE M 471.3-1, Admin Chg.1	1/13/11	Manual for Identifying and Protecting Official Use Only Information	Award
DOE O 471.5	3/29/11	Special Access Program	Award
DOE O 471.6, Admin Chg 3	9/12/19	Information Security <sup>17</sup>	Award M0057
NA SD 471.6	12/9/19	Operations Security Program <sup>18</sup>	M0085
DOE O 472.2, Chg. 1	7/9/14	Personnel Security	Award
DOE O 473.3A, Chg. 1	1/2/18	Protection Program Operations	Award M0043
NNSA SD 473.3	9/10/14	Enterprise Mission Essential Task List-Based Protective Force Training Program	M0008
DOE O 474.2, Admin Chg. 4	9/13/16	Nuclear Material Control and Accountability	Award
DOE O 475.1	12/10/04	Counterintelligence Program	Award
DOE O 475.2B	10/3/14	Identifying Classified Information	Award
NAP 476.1, Admin Chg. 1	2/9/15	Atomic Energy Act Control of Import and Export Activities (renumbered from NAP 23 in M0057)	Award
DOE O 483.1B, Chg. 2 (LtdChg)	12/13/19	DOE Cooperative Research and Development Agreements	M0072 M0085

<sup>12</sup> Full implementation will be achieved in accordance with an approved implementation plan dated 01/09/2020.

DD254 or DOE F 470.1 shall be provided to SFO for new classified SPP activity. Notification to update the form shall also be provided through the lifecycle of the activity.

<sup>13</sup> Full implementation will be achieved in accordance with the approved implementation plan by 09/01/2020.

<sup>14</sup> Full implementation will be achieved in accordance with an approved implementation plan dated 12/18/19.

<sup>15</sup> Will be implemented IAW the NNSA enterprise implementation plan. NTESS will coordinate with NNSA when requirements cannot be implemented within existing resources.

<sup>16</sup> DOE O 471.6, Admin Chg. 1, dated 06/20/2011, replaced DOE M 470.4-4A, except Section D and the classified Technical Surveillance Countermeasures Annex.

<sup>17</sup> Implementation of the “marking of documents in electronic environment requirements” listed in the CRD will be achieved in accordance with an approved implementation plan by 07/2020.

<sup>18</sup> Full implementation will be achieved in accordance with an approved implementation plan.

<b>Number</b>	<b>Date</b>	<b>Title</b>	<b>Mod #</b>
DOE O 484.1 Admin Chg. 2	6/30/14	Reimbursable Work for the Department of Homeland Security	Award
DOE O 486.1	6/7/19	Department of Energy Foreign Government Talent Recruitment Programs	M0072
DOE O 522.1A	8/2/18	Pricing of Departmental Materials and Services	Award M0050
DOE O 534.1B	1/6/03	Accounting	Award
NAP 540.2	11/22/16	NNSA M&O Off-Site Extended Duty Assignments (renumbered from NAP 31 in M0057)	M0008
DOE O 550.1, Chg. 1 (LtdChg)	12/13/19	Official Travel	Award M0085
DOE O 5480.30, Chg. 1	3/14/01	Nuclear Reactor Safety Design Criteria	Award
DOE O 5639.8A	7/23/93	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Award
QP 100-1	3/1/13	Quality Requirements to UK and US Procurement Contracts and Loan Authorizations for Research, Design, and Development	Award
NA SD 56XB, Rev. 2	5/10/04	Nuclear Weapon Development and Production <sup>19</sup>	M0008
Nevada Field Office (NSO) Order 410.X1	10/9/13	Nevada National Security Site and North Las Vegas Facilities General Use and Operations Requirements	M0018
NFO O 412.X1, ICN 6/9/19	6/27/16	Real Estate Operations Permit	M0018 M0057
NFO O 421.X1, Revision 1	4/18/17	Nuclear Facility Safety Management	M0018
NSO M 450.X2-1	5/30/07	Underground Nuclear Testing, Test Readiness, and Threshold Test Ban Treaty, Verification	M0018
NSO O 450.X5B	9/20/12	Subcritical Experiments	M0018

<sup>19</sup> Changes will be processed as described in Section H, clause H-14(c).