

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. M422	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, Washington 99352	7. ADMINISTERED BY (If other than Item 6)
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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, Washington 99352 DUNS # 032987476	()	9A. AMENDMENT OF SOLICITATION NO.
	()	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-76RL01830
		10B. DATED (SEE ITEM 13) 12/30/64

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.

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 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:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification pursuant to the mutual agreement of both parties.

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 solicitation/contract subject matter where feasible.)
 This modification is being issued to modify/update Appendix D, as follows:
 Delete: DOE N 142.1, CRD N 471.3, Supplemented Rev O, CRD N 473.8, DOE O 2110.1A, Chg. 2, CRD O 110.3, Supplemented, DOE O 5670.3
 Delete in part only: CRD O 470.1, Chg 1, DOE M 471.2-1B, Supplemented Rev. 1
 Add: CRD O 142.1, CRD O 142.3, DOE M 471.2-1C, Chg 1, DOE M 471.2-4, CRD O 471.4, CRD N 473.9, CRD O 522.1, CRD O 110.3, CRD O 475.1, CRD O 473.2, CRD M 473.2-2, Chg 1.
 (Continued Page 2)

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) Karen L. Hoewing, General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronnie L. Dawson, Contract Specialist
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15B. CONTRACT/OFFEROR BY <u>Karen L. Hoewing</u> (Signature of person authorized to sign)	15C. DATE SIGNED 8-6-05	16B. UNITED STATES OF AMERICA BY <u>Ronnie L. Dawson</u> (Signature of Contracting Officer)	16C. DATE SIGNED 8/22/05
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(Continued from Page 1)

Delete Appendix C and replace with the updated Appendix C to incorporate the FY 2005 Small Business Goals. Delete clauses H-22 Lobbying Restriction (Energy & Water Development Appropriations Act, 2003) (AL-2003-03) and H-23 Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2003) (AL-2003-03) and replace with the updated versions of the Table of Contents for Section H as well as the updated attached H-22 Lobbying Restriction (Energy & Water Act, 2005) (AL-2005-02) and H-23 Lobbying Restriction (Interior Act, 2005) (AL-2005-02) clauses, which are changed in title only and reflect the updated associated acquisition letters. This modification results in no other changes.

Part I – The Schedule

Section H
 Special Contract Requirements
 Table of Contents

H-1	Use Of Facilities for Contractor’s Own Account.....	1
H-2	Implementation Procedures for Public Affairs.....	1
H-3	Transportation	3
H-4	Source and Special Nuclear Materials	3
H-5	Workers’ Compensation	3
H-6	Unemployment Compensation.....	5
H-7	Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties.....	5
H-8	Allocation of Responsibilities for Contractor Environmental Compliance Activities.....	5
H-9	Other Intellectual Property Related Matters	6
H-10	Continued Improvement Initiative.....	12
H-11	Standards of Contractor Performance Evaluation.....	12
H-12	Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress (AL-2003-03).....	15
H-13	Care Of Laboratory Animals.....	15
H-14	Laboratory Facilities	16
H-15	Privacy Act Records	16
H-16	Administration of Subcontracts.....	17
H-17	Long-Range Planning, Program Development and Budgetary Administration	18
H-18	Application of DOE Contractor Requirements Documents	19
H-19	Cap on Liability.....	20
H-20	Performance Based Management and Oversight	21
H-21	Site and Occupational Health Services	22
H-22	Lobbying Restriction (Energy & Water Act, 2005) (AL-2005-02)	23
H-23	Lobbying Restriction (Interior Act, 2005) (AL-2005-02)	23
H-24	Determining Total Available Performance Fee and Fee Earned	24
H-25	Project Management System	24
H-26	Advance Understandings on Allowable Costs.....	25
H-27	Employee Concerns Program.....	31
H-28	Greening the Government Through Federal Fleet and Transportation Efficiency	31
H-29	Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information (66 Fed. Reg. 8560, Feb. 1, 2001).....	32
H-30	Contractor Compensation, Benefits and Pension	35
H-31	Determining Total Available Mission Stretch Goal(s) Incentive Fee and Fee Earned.....	48
H-32	Other Advance Understandings	49

if the Contractor elects to utilize an outside medical provider for any of these services, the Contractor must submit a proposal 90 calendar days in advance of a proposed date for transitioning services. The Contracting Officer shall accept, reject, or conditionally accept the proposal, in writing, within 90 calendar days of receipt as called for under paragraph (a) of this clause. Furthermore, should the Contractor elect to utilize an outside medical provider for health maintenance examinations, the Contractor shall ensure that full records of such examinations, including but not limited to, raw data, x-rays, blood and urine tests, and physician notes are provided to DOE for disposition in a Records Holding Area consistent with statutes and regulations pertaining to the retention of such records. Such services acquired by the Contractor must be in the most cost-effective manner for the Contractor and the Government and must be more cost-effective than the manner in which these services are provided by the Hanford Onsite Medical provider.

(c) Cost-Efficiency Comparison Information

To facilitate the cost-efficiency comparisons required under paragraphs (a) and (b) above, DOE agrees to provide pricing information associated with services provided by other Hanford Site contractors to the fullest extent possible and at the highest level sufficient to perform such analysis. DOE will deliver the information to the Contractor within 30 days of the Contractor's request or such time period as agreed to by the Parties.

(End of Clause)

H-22 Lobbying Restriction (Energy and Water Act 2005) (AL-2005-02)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

H-23 Lobbying Restriction (Interior Act 2005) (AL-2005-02)

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

**Part III – List of Documents,
Exhibits, And Other Attachments**

Section J

Appendix C

Subcontracting Plan for Socioeconomic Programs

**Pacific Northwest National Laboratory
Subcontracting Plan**

Socioeconomic Programs

Battelle's policy pledges a strong commitment to involving small and socioeconomically disadvantaged business concerns in the operation of the Pacific Northwest National Laboratory. Battelle supports the socioeconomic objectives of the U.S. Government and recognizes that diversity in subcontracting provides a vital link to the local community, strengthens the economy, and represents best business practices.

In keeping with the above policy, Battelle and the U.S. Department of Energy (DOE) have established the following Subcontracting Plan (this Plan). This Plan shall remain in effect from October 1, 2002, for the entire Contract period associated with this Contract extension. However, annual goals shall be negotiated and established by written agreement between the Contracting Officer and Battelle and shall be incorporated into this Plan by letter and will not require a Contract modification.

I. Goals

- A. Based on an estimated average annual fiscal year budget of \$555,800,000, and an adjusted procurement volume of \$111,000,000, Battelle's goals for Fiscal Year 2005 are to –
 - 1. Award 50.0 percent to Small Business concerns, estimated at \$55,500,000
 - 2. Award 15.0 percent to Small Disadvantaged Business concerns, estimated at \$16,650,000
 - 3. Award 9.99 percent to Women-Owned Small Business concerns, estimated at \$11,088,900
 - 4. Award 3.0 percent to HUBZone Small Business concerns, estimated at \$3,330,000
 - 5. Award 2.5 percent to Veteran-Owned Small Business concerns, estimated at \$2,775,000
 - 6. Award 1.5 percent to Service-Disabled Veteran-Owned Small Business concerns, estimated at \$1,665,000
- B. Goals must be realistic to present the proper challenge to staff who are ultimately responsible for goal achievement. The percentage goals in A. above, based on past performance and future projections, will present such a challenge.
- C. These goals are accumulated based on subcontracts and purchase orders placed and do not include other indirect costs. They will include all dollars awarded under Contract DE-AC05-76RL01830 with the exception of those dollars awarded to Battelle Inter-laboratory Authorizations and firms outside the U.S.A.

D. The principal products and services to be obtained in support of this Plan are those generally associated with an extremely diverse research and development environment. The business concerns in this Plan will generally supply a major portion of the goods and services listed in Table A.

TABLE A

Subcontracted Effort	SB	SDB	WOS B	HZ	SDV
Electrical material and supplies	X	X	X	X	X
Pumps, gauges and valves	X	X	X	X	X
Computer equipment and supplies	X	X	X	X	X
Tooling	X	X	X	X	X
Aluminum and other metals	X	X	X	X	X
Laboratory supplies	X	X	X	X	X
Reproduction supplies	X	X	X	X	X
Office equipment and supplies	X	X	X	X	X
Chemicals	X	X	X	X	X
Tools of all types	X	X	X	X	X
Electrical equipment and parts	X	X	X	X	X
Construction services and materials	X	X	X	X	X
Custodial equipment and supplies	X	X	X	X	X
Welding equipment and supplies	X	X	X	X	X
Fuels and lubricants	X	X	X	X	X
Plastic products	X	X	X	X	X
Industrial hardware					
Technical support					

II. Battelle Subcontracting Plan Administrator

Battelle's Small Business Liaison, Andrea Melius, is responsible to the Manager of Acquisition Services and will administer this Subcontracting Plan. Any change in the name of the Small Business Liaison will be communicated without delay to the Contracting Officer. Responsibilities of the Small Business Liaison include:

- Serve as Battelle's interface with small and socioeconomically-disadvantaged businesses.
- Maintain business directories from regional minority purchasing councils and other sources to expand and keep current listings of small and socioeconomically-disadvantaged businesses.

- Participate as Battelle representative in small business trade fairs, specifically directed toward offering opportunities for participants to do business with Battelle.
- Attend DOE-sponsored Small Business Program Manager Meetings and participate in the annual DOE Small Business Conference.
- Participate in trade associations, business development organizations, and conferences to locate and identify small and socioeconomically-disadvantaged business sources.
- Counsel and discuss subcontracting opportunities with potential small and socioeconomically-disadvantaged business firms and arrange appropriate assistance to these firms as required and practicable.
- Provide statistics to Battelle management on progress toward established goals and recognition of significant Contract Specialist performance in this area.
- Hold periodic training and other meetings with the appropriate acquisition staff on the Socioeconomic Programs.
- Conduct periodic meetings and otherwise communicate with Battelle organizational components covering Battelle's Socioeconomic Programs.
- Support Small Business Administration (SBA) activities as requested.

III. Administration of Battelle's Subcontracting Plan

Battelle staff is committed to offering a fair and equitable opportunity for small and socioeconomically disadvantaged business concerns, to compete for the goods and services required to support our ongoing research.

Battelle responds either verbally or in writing to each request received from firms that desire an opportunity to compete for purchase order/subcontract business.

A computerized listing of small and socioeconomically-disadvantaged business concerns is maintained by the Small Business Liaison.

The Small Business Liaison may participate in the screening of purchase requisitions and may add suggested small and socioeconomically-disadvantaged businesses as potential sources for Contracts Specialist consideration.

Staff members are encouraged to use the Pro-Net and database established and maintained by the SBA for locating small and socioeconomically-disadvantaged businesses.

Staff will post all written solicitations on PNNL's website to maximize exposure to small and socioeconomically-disadvantaged businesses.

When appropriate, procurements may be synopsized in the Federal Business Opportunities (FedBizOpps) in an effort to locate additional qualified small and socioeconomically-disadvantaged business concerns for participation.

IV. Flow-Down Requirements to Battelle's Subcontractors

Each purchase order/subcontract action \$100,000 and above placed in furtherance of Prime Contract DE-AC06-76RLO1830 will include the clause: "Utilization of Small Business Concerns."

Lower-Tier Subcontracting Plans from large business concerns are each reviewed and approved by Battelle's Small Business Liaison. Contact is established with the Lower-Tier Subcontractors Plan Administrator to offer assistance in identifying potential small and socioeconomically-disadvantaged sources and establish semi-annual reporting requirements.

Battelle's Procurement Policies Manual contains instructions to staff to include in all solicitations for negotiated procurements amounting to \$500,000, or more, and which will offer subcontracting opportunities, the requirement to develop and adopt a Small Business Subcontracting Plan as required by Battelle's operating contract.

V. Periodic Reporting and Cooperating with DOE and SBA

Battelle will submit such periodic reports, as may be required by DOE or the SBA, in order to determine the extent of compliance with this Subcontracting Plan.

Battelle will cooperate in any studies or surveys conducted by DOE or SBA, by furnishing requested available statistical data.

Battelle will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided by DOE and will ensure that its subcontractors agree to submit Standard Forms 294 and 295.

VI. Maintaining Records

Computerized reports are used to track progress toward achievement of goals. These reports are used to prepare monthly and quarterly reports (more frequent if requested) summarizing activity and progress related to compliance with the Subcontracting Plan.

In support of this Plan, Battelle will maintain the following records:

- Source lists (*e.g.*, PRO-Net and SUB-Net), guides and other data that identify small and socioeconomically-disadvantaged business concerns
- Organizations contacted to locate small and socioeconomically-disadvantaged business concerns.
- Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether small and socioeconomically-disadvantaged businesses were solicited and, if not, why not, and, if applicable, the reason award was not made to a small business concern.
- Records of any outreach efforts and contacts with trade associations, business development organizations, and conferences and trade fairs to locate small and socioeconomically-disadvantaged sources.

- Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- On a contract-by-contract basis, records to support award data submitted by the offeror to Battelle, including the name, address, and business size of each subcontractor.

Contract Number: DE-AC05-76RL01830
Modification M422

**PART III – List of Documents,
Exhibits, and Other Attachments**

Section J

Appendix D

List of Applicable DOE Directives & External Requirements

SECTION J
APPENDIX D
LIST OF APPLICABLE DOE DIRECTIVES & EXTERNAL REQUIREMENTS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 110.3	CONFERENCE MANAGEMENT
CRD O 130.1	BUDGET FORMULATION
CRD M 140.1-1B	INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD
CRD O 142.1	CLASSIFIED VISITS INVOLVING FOREIGN NATIONAL
CRD O 142.3	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS
CRD O 200.1	INFORMATION MANAGEMENT PROGRAM
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL
CRD O 205.1	DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM
CRD N 205.2	FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS
CRD N 205.3	PASSWORD GENERATION, PROTECTION, AND USE
CRD N 205.4	HANDLING CYBER SECURITY ALERTS AND ADVISORIES AND REPORTING CYBER SECURITY INCIDENTS
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 N 205.12	CLEARING, SANITIZING, AND DESTROYING INFORMATION SYSTEM STORAGE MEDIA, MEMORY DEVICES, AND OTHER RELATED HARDWARE
CRD O 221.1	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
CRD O 221.2	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
CRD M 231.1-2	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
CRD O 241.1A	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
CRD O 251.1A	DIRECTIVES SYSTEM ORDER
CRD O 252.1	TECHNICAL STANDARDS PROGRAM
CRD O 350.2A	USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
CRD O 412.1	WORK AUTHORIZATION SYSTEM
CRD O 413.1A	MANAGEMENT CONTROL PROGRAM

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 413.2A	LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
CRD O 414.1A, Chg 1	QUALITY ASSURANCE
CRD O 420.1A	FACILITY SAFETY (Section 4.2 only)
CRD O 420.2A	SAFETY OF ACCELERATOR FACILITIES
CRD O 430.1B	REAL PROPERTY ASSET MANAGEMENT
CRD O 435.1, Chg 1*	RADIOACTIVE WASTE MANAGEMENT
CRD O 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES
CRD O 443.1	PROTECTION OF HUMAN SUBJECTS
CRD N 450.7	THE SAFE HANDLING, TRANSFER, AND RECEIPT OF BIOLOGICAL ETIOLOGIC AGENTS AT DEPARTMENT OF ENERGY FACILITIES
CRD M 452.4-1	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS
CRD O 470.1, Chg 1	SAFEGUARDS AND SECURITY PROGRAM (Chapter VII and VIII as it pertains to foreign nationals who visit DOE sites/facilities and require access to classified information)
CRD M 470.1-1	SAFEGUARDS AND SECURITY AWARENESS PROGRAM
CRD O 470.2B, Supplemented, Rev 2	SECURITY AND EMERGENCY MANAGEMENT INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM
DOE O 470.3	DESIGN BASIS THREAT POLICY
DOE M 471.1-1, Chg 1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL
CRD O 471.1A	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
CRD M 471.2-1B, Supplemented, Rev 1	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL (Chapter III, paragraphs 1 and 2 only)
DOE M 471.2-1C, Chg 1	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL
DOE M 471.2-3A	SPECIAL ACCESS PROGRAM POLICIES, RESPONSIBILITIES, AND PROCEDURES
CRD O 471.2A	INFORMATION SECURITY PROGRAM
CRD M 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL
DOE M 471.2-4	TECHNICAL SURVEILLANCE COUNTERMEASURES
CRD M 471.3-1**	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
CRD O 471.4	INCIDENTS OF SECURITY CONCERN
DOE M 472.1-1B	PERSONNEL SECURITY PROGRAM MANUAL
CRD O 472.1C	PERSONNEL SECURITY ACTIVITIES
CRD O 473.1	PHYSICAL SECURITY PROGRAM
CRD M 473.1-1, Supplemented, Rev 0	PHYSICAL PROTECTION PROGRAM MANUAL
CRD O 473.2	PROTECTIVE FORCE PROGRAM
CRD M 473.2-2, Chg 1	PROTECTIVE FORCE PROGRAM MANUAL

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD N 473.9	SECURITY CONDITIONS
CRD O 474.1A	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS
CRD M 474.1-1B	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS
CRD M 474.1-2, Chg 2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION
CRD O 475.1	COUNTERINTELLIGENCE PROGRAM
CRD M 475.1-1A	IDENTIFYING CLASSIFIED INFORMATION
CRD N 481.1A	REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY
CRD O 481.1B Supplemented, Rev 0	WORK FOR OTHERS (NON-DEPARTMENT OF ENERGY FUNDED WORK)
CRD O 482.1	DOE FACILITIES TECHNOLOGY PARTNERING PROGRAMS
CRD O 483.1	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
CRD O 522.1	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
CRD O 534.1B	ACCOUNTING
CRD O 551.1B	OFFICIAL FOREIGN TRAVEL
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/ RADIO CONVERSATIONS
DOE O 5400.5, Chg 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT (Chapter 2, Sections 2 & 5, and Chapter 4)
DOE O 5610.2, Chg 1	CONTROL OF WEAPON DATA
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES
DOE/RL-94-02	HANFORD EMERGENCY RESPONSE PLAN
PNL-MA-530	PNNL FLIGHT OPERATIONS MANUAL

- * The Contractor shall submit a plan to implement CRD O 435.1, Chg 1 "Radioactive Waste Management" no-later-than 30 calendar days after the effective date of the modification to extend the contract. The Contractor shall continue to comply with DOE O 5820.2A "Radioactive Waste Management" until implementation of CRD 435.1, Chg 1.
- ** The Contractor shall submit a plan to implement CRD M 471.3-1 "Manual for Identifying and Protecting Official Use Only Information" no-later-than 30 calendar days after the effective date of the modification to extend the contract.