

August 24, 2011

**VIA STRIPES**

Mr. William S. Glover  
Deputy Laboratory Director  
and Chief Operating Officer  
National Renewable Energy Laboratory (NREL)  
1617 Cole Boulevard  
Golden, CO 80401-3393

SUBJECT: Contract No. DE-AC36-08GO28308– Modification No. 391

Dear Mr. Glover:

Subject Modification is hereby submitted for your review and execution. The purpose of this Modification is to:

- I. Section B, Supplies and Services and Price/Costs, deletes and replaces Section B.3 Transition Cost, Estimated Costs and Maximum Available Fee.
- II. Delete and replace Section I, Clause I.156, 52.225-23, Required Use of American Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials under Trade Agreements (Oct 2010)
- III. Delete and replace Section J, Attachment F-Operating and Administrative Requirements (List B)

Please return one signed copy of the Modification to the Golden Field Office, attention Jessica Finley, by close-of-business, **September 23, 2011**.

If you have questions regarding this modification, please contact me at 303-275-4924.

Sincerely,

Steven L. Scott  
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 391		3. EFFECTIVE DATE See Block 16C		1 2	
8. ISSUED BY Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393		4. REQUISITION/PURCHASE REQ. NO. 11EE006760		5. PROJECT NO. (If applicable)	
CODE 03601		7. ADMINISTERED BY (If other than Item 6) Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393		CODE 03601	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) ALLIANCE FOR SUSTAINABLE ENERGY, LLC Attn: RONALD D. TOWNSEND 1617 COLE BLVD. MS 1715 GOLDEN CO 804013393		(x) 9A. AMENDMENT OF SOLICITATION NO.			
CODE 805948051		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-08GO28308			
FACILITY CODE		10B. DATED (SEE ITEM 13) 07/29/2008			

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 16, 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 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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I, 149 970.5243-1 Changes (Dec. 2000)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 805948051  
 Modification 391:  
 Reason for Modification : Other Administrative Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$0.00  
 New Total Amount for this Award: \$1,790,908,917.43

Clause I.140 970.5232-4 Obligation of Funds is changed to reflect the amount presently obligated by the Government with respect to this contract is \$1,790,908,917.43.

Delivery: 09/01/2011  
 Delivery Location Code: 03601

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

16A. NAME AND TITLE OF SIGNER (Type or print) W.S. GLOVER CSR VP		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steven L. Scott	
16B. CONTRACTOR/OFFEROR <i>(Signature)</i>		16C. DATE SIGNED 8/25/11	
16C. UNITED STATES OF AMERICA Signature on File		16C. DATE SIGNED 08/24/2011	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC36-08G028308/391

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
ALLIANCE FOR SUSTAINABLE ENERGY, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10011	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393  Mark For: Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393  FOB: Destination Period of Performance: 07/29/2008 to 09/30/2013  Add Item 10011 as follows:  Admin. Mod. - Modifying Contract Clauses Obligated Amount: \$0.00				0.00



This Modification incorporates the following significant changes to contract DE-AC36-08GO28308:

- I. Section B, Supplies and Services and Price/Costs, deletes and replaces Section B.3 Transition Cost, Estimated Costs and Maximum Available Fee.

**B.3 Transition Cost, Estimated Costs and Maximum Available Fee**

(a) Transition Activities

The Total Estimated Cost for the Transition Term of the contract is:

<u>Transition Term of the Contract</u>	<u>Total Estimated Cost</u>
July 29, 2008 – September 30, 2008	\$1,500,044

(b) This is a performance-based cost plus award fee contract. There is no base fee for this contract.

(c) Performance Fees and Other Incentives

(1) Transition activities shall be performed in accordance with Clause H.24, *Activities During Contract Transition*, on a cost-reimbursement basis. No fee shall be paid for these activities.

(2) In implementation of Clause I.114, *Total Available Fee: Base Fee Amount and Performance Fee Amount*, the Parties have agreed that the maximum available award fee that may be earned by the Contractor in accordance with the provisions of Section J, Attachment J, *Performance Evaluation and Measurement Plan*, for the performance of the work under this contract commencing October 1, 2008 are as follows:

<b>Total Available Fee – Research and Development</b>		
Period	Fee Base	Total Available Fee
October 1, 2008 through September 30, 2009	\$312,000,000	\$6,160,000
October 1, 2009 through September 30, 2010	\$312,000,000	\$6,160,000
October 1, 2010 through September 30, 2011	\$312,000,000	\$6,160,000
October 1, 2011 through September 30, 2012	\$312,000,000	\$6,160,000
October 1, 2012 through September 30, 2013	\$312,000,000	\$6,160,000

<b>Total Available Fee – Construction Management Contracts Base Period</b>		
Period	Fee Base	Total Available Fee
October 1, 2008 through September 30, 2009	\$41,587,000	\$1,012,055
October 1, 2009 through September 30, 2010	\$127,444,000	\$2,270,140
October 1, 2010 through September 30, 2011	\$105,315,000	\$1,643,153
October 1, 2011 through September 30, 2012	\$106,404,000	\$ 2,223,145
October 1, 2012 through September 30, 2013	\$24,432,000	\$ 649,080

<b>Total Available Fee – Research and Development Option Period</b>		
<b>Period</b>	<b>Fee Base</b>	<b>Total Available Fee</b>
October 1, 2013 through September 30, 2014	\$220,000,000	\$5,420,000
October 1, 2014 through September 30, 2015	\$220,000,000	\$5,420,000
October 1, 2015 through September 30, 2016	\$220,000,000	\$5,420,000
October 1, 2016 through September 30, 2017	\$220,000,000	\$5,420,000
October 1, 2017 through September 30, 2018	\$220,000,000	\$5,420,000

- (3) Available fee will not be adjusted at the end of a performance period to reconcile actual costs to initially estimated costs. Fee is subject to adjustment under the provisions of Clause I.149, *Changes*, other contract provisions, or DEAR 970-1504-1-3 (c) (5). Notwithstanding the foregoing, the construction management fee(s) set forth in subparagraph (c)(2) will be adjusted for additional construction projects when they are authorized. The maximum possible adjustment to fee will be developed using the construction management fee schedule set forth in DEAR 915.404-4-71-5(f). The maximum possible fee will be calculated by adding the total estimated cost of the construction project, spread over those fiscal years for which costs is expected to be incurred, to the fee base previously established for construction management contracts for the years affected. Actual construction management fee available will be established through negotiation of the parties.

- II. Section I, Clause I.156, 52.225-23, Required Use of American Iron, Steel, and Other Manufactured Goods-Buy American Act-Construction Material Under Trade Agreements (Mar2009) is deleted and replaced as follows.

**52.225-23 - Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Oct 2010)**

(a) Definitions. As used in this clause—

“*Component*” means an article, material, or supply incorporated directly into a construction material.

“*Construction material*” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“*Designated country*” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo Tuvalu, Uganda, Vanuatu, Yemen or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

*“Designated country construction material”* means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*“Domestic construction material”* means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

*“Foreign construction material”* means a construction material other than a domestic construction material.

*“Free trade agreement (FTA) country construction material”* means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

*“Least developed country construction material”* means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

*“Manufactured construction material”* means any construction material that is not unmanufactured construction material.

*“Nondesignated country”* means a country other than the United States or a designated country.

*“Recovery Act designated country”* means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

*"Recovery Act designated country construction material"* means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

*"Steel"* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

*"United States"* means the 50 States, the District of Columbia, and outlying areas.

*"Unmanufactured construction material"* means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*"WTO GPA country construction material"* means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American Act do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—



(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign (Nondesignated Country) and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars)
			*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

(End of clause)

*Alternate 1 (OCT 2010).* As prescribed in 25.1102 (e), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"*Bahrainian, Mexican, or Omani construction material*" means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American Act do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country construction manufactured construction material, or designated country unmanufactured construction material, other than Bahrainian, Mexican, or Omani construction material, in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

III. Section J, Attachment F OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B) is deleted and replaced as follows to reflect deletions and additional DOE Directives:

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B)**

**Prime Contract No. DE-AC36-08GO28308**

Prime Contract No. DE-AC36-08GO28308

The operating and administrative requirements, including the Contractor Requirements Documents of DOE directives listed below are applicable in whole or in part in accordance with clauses H-18 Application of DOE Contractor Requirements Documents and 970.5204-2, Laws, Regulations, and DOE Directives (DEC 2000). The concurrence analysis documenting applicability for each requirement below is maintained in the DOE Master File as well as any assurances as required by Clause H-18, are made a part of this Contract by reference and are managed through a formal change control process.

Operating and Administrative Requirements	Applicability
DOE O 110.3A CRD Conference Management Approved: 01/25/07	CRD applicable in whole
DOE O 130.1 CRD Budget Formulation Approved: 09/29/95	CRD applicable in whole
DOE O 142.3A CRD Unclassified Foreign Visits and Assignments Program Approved: 10/14/2010	CRD applicable in whole
DOE O 151.1C CRD Comprehensive Emergency Management System Approved: 11/02/05	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 200.1A Information Technology Management Approved: 12/23/2008	CRD applicable in whole
DOE N 203.1 CRD Software Quality Assurance Approved: 10/02/00	CRD applicable in whole
DOE O205.1B CRD Department of Energy Cyber Security Program Approved: 05/16/11	CRD applicable in part
DOE N 206.3 CRD Personal Identity Verification Approved: 11/22/05 (DOE N 251.67 extends DOE N 206.3 until 03/22/07)	CRD applicable in part
DOE O 210.2A CRD DOE Corporate Operating Experience Program Approved: 04/08/11	CRD applicable in whole
DOE O 221.1A CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 04/19/08	CRD applicable in whole
DOE O 221.2 CRD Cooperation with the Office of Inspector General Approved: 03/22/01	CRD applicable in whole
DOE O 225.1B CRD Accident Investigations Approved: 03/04/11	CRD applicable in whole
DOE O 226.1B CRD Implementation of Department of Energy Oversight Policy Approved 04/25/11	CRD applicable in whole
DOE M 231.1-1A CRD Change 2 Environment, Safety and Health Reporting Manual Approved: 03/19/04 Change 2: 06/12/07	CRD applicable in whole
DOE M 231.1-2 CRD Occurrence Reporting and Processing of Operations Information Approved: 08/19/03	CRD applicable in whole
DOE O 241.1A CRD Scientific and Technical Information Management Approved: 04/09/01	CRD applicable in whole
DOE O 243.1 CRD Records Management Program Approved: 02/03/06	CRD applicable in whole
DOE O 243.2 CRD Vital Records Approved: 02/02/06	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 350.1 CRD(s) Change 1 Contractor Human Resource Management Programs Approved: 09/30/96 Change 1: 05/08/98	CRD applicable in whole
DOE O 350.2B CRD Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in Washington, D.C. Area Approved: 05/31/11	CRD applicable in whole
DOE O 412.1 CRD Work Authorization System Approved: 04/20/99	CRD applicable in whole
DOE O 413.1A CRD Management Control Program Approved: 04/18/02	CRD applicable in whole
DOE O 413.2B CRD Laboratory Directed Research and Development Approved: 04/19/06	CRD applicable in whole
DOE O 413.3B CRD Program and Project Management for the Acquisition of Capital Assets Approved: 11/29/2010	CRD applicable in whole
DOE O 414.1D CRD Quality Assurance Approved: 04/25/11	CRD applicable in part
DOE O 430.1B CRD Change 2 Real Property Asset Management Approved: 09/24/03	CRD applicable in whole
DOE O 430.2A CRD Departmental Energy and Utilities Management Approved: 04/15/02	CRD applicable in whole
DOE O 436.1 CRD Departmental Sustainability Approved: 05/02/11	CRD is applicable in whole
DOE O 442.1A CRD Department of Energy Employee Concerns Program Approved: 06/06/01	CRD applicable in whole
DOE O 450.1A CRD Environmental Protection Program Approved: 06/04/08	CRD applicable in whole
DOE M 450.4-1 CRD Integrated Safety Management System Manual Approved: 11/01/06	CRD applicable in whole
DOE N 456.1A CRD The Safe Handling of Unbound Engineered Nanoparticles Approved: 01/05/09	CRD applicable in part

Operating and Administrative Requirements	Applicability
DOE O 470.2B CRD Independent Oversight and Performance Assurance Program Approved: 10/31/02	CRD applicable in whole
DOE M 470.4-1 CRD Change 2 Safeguards and Security Program Planning and Management Approved: 08/26/05 Change 1: 10/20/10	CRD applicable in part
DOE M 470.4-2 CRD Change 1 Physical Protection Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-3 CRD Change 1 Protective Force Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-5 CRD Personnel Security Approved: 08/26/05	CRD applicable in part
DOE O 471.3 CRD Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE M 471.3-1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE O 475.1 CRD Counterintelligence Program Approved: 12/10/04	CRD applicable in whole
DOE O 482.1 CRD DOE Facilities Technology Partnering Programs Approved: 01/12/01	CRD applicable in whole
DOE O 483.1 CRD DOE Cooperative Research and Development Agreements Approved: 01/12/01	CRD applicable in whole
DOE O 484.1 CRD Reimbursable Work for the Department of Homeland Security Approved: 08/17/06	CRD applicable in whole
DOE O 522.1 CRD Pricing of Departmental Materials and Services Approved: 11/03/04	CRD applicable in whole
DOE O 534.1B CRD Accounting Approved: 01/06/03	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 551.1B CRD Official Foreign Travel Approved: 08/19/03	CRD applicable in whole
DOE O 580.1 CRD Department of Energy Personal Property Management Program Approved: 12/07/05	CRD applicable in whole

**Summary of Modifications to Attachment F  
Operating and Administrative Requirements  
Mod 391**

Deleted	DOE M 205.1-6 CRD Media Sanitization Manual Approved: 12/23/08	CRD applicable in whole
Deleted	DOE N 206.5 CRD Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information Approved: 10/09/07	CRD applicable in whole
Deleted	DOE O 350.2A CRD Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area Approved: 10/29/03	CRD applicable in whole
Added	DOE O 350.2B CRD Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in Washington, D.C. Area Approved: 05/31/11	CRD applicable in whole

- I. Section J, Attachment J, Performance Evaluation And Measurement Plan (FY2011 as submitted by the Alliance on July 27, 2011) is hereby incorporated into this contract by reference.
- II. All other terms and conditions of the contract remain the same.