

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 6

2 AMENDMENT/MODIFICATION NO.

0006

3. EFFECTIVE DATE

11/06/2015

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO (If applicable)

6 ISSUED BY

CODE

05115

7 ADMINISTERED BY (If other than Item 6)

CODE

05004

NNSA M&O Contracting Branch  
NA-APM-131  
Albuquerque Complex  
P.O. Box 5400  
Albuquerque NM 87185-5400

NNSA Kansas City Field OFC  
NA-00-KC  
P.O. Box 410202  
Kansas City MO 64141-0202

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

HONEYWELL  
Attn: JOHN MURRAY  
23500 WEST 105TH STREET  
MS 300  
OLATHE KS 66061

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-NA0002839

10B. DATED (SEE ITEM 13)

CODE 007119050

FACILITY CODE

07/09/2015

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 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)

See Schedule

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 date, 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 P.L. 95-91, Clause DEAR 970.5243-1 CHANGES

D. OTHER (Specify type of modification and authority)

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.)

The purposes of this modification are:

1. to update Section B-1 regarding Transition Costs,
2. to make administrative changes to Section G, and
3. to update Special Clauses in Section H.

See Page 2.

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)

RICK LAVELOCK

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ralph B. Tennant II

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

11-6-15

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

11/6/15

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

Contract No. DE-NA0002839 is amended as follows:

1. Section B-1, CLIN 0001A TRANSITION TERM. Delete "\$ TBD" and substitute "\$233,076."
2. Section G, clause 1, paragraph (b). The address shown for the Organizational Property Management Officer is deleted and replaced with the following:  
  
NNSA Albuquerque Complex  
Organizational Property Management Officer (OPMO)  
Personal Property Branch  
Acquisition Policy and Oversight Division  
P.O. Box 5400  
Albuquerque, New Mexico 87185
3. Section G, clause 5, paragraph (a), last sentence ("This entity is comprised of: TBD." ) is deleted in its entirety, without substitution.
4. Section G, clause 8 is deleted in its entirety, without substitution.
5. Section H, clause H-2 SMALL BUSINESS PARTICIPATION is renumbered as clause H-3. All subsequent clauses are also renumbered (H-4, H-5, etc.) due to "H-2" being duplicated in the original award.
6. **Section H. Special Contract Requirements** is revised as follows.

Add the following clauses:

- H-16 Conference Management is added as a new Clause as shown below.
- H-17 Management and Operating Contractor (M&O) Subcontract Reporting is added as a new Clause as shown below.

#### **H-16 CONFERENCE MANAGEMENT**

The Contractor agrees that:

- (a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

- (b) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015 entitled “Updated Guidance on Conference-Related Activities and Spending.”
  - (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
    - (1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
      - (i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
      - (ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
    - (2) The contractor authorizes use of its official seal, or other seals/logos/trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
  - (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
  - (e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department’s Conference Management Tool, including:
    - (1) Conference title, description, and date
    - (2) Location and venue
    - (3) Description of any unusual expenses (e.g., promotional items)
    - (4) Description of contracting procedures used (e.g., competition for space/support)
    - (5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
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- (6) Number of attendees

- (f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
  - (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
    - (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
      - (i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
      - (ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
    - (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
    - (3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
  - (h) For *non-contractor sponsored conferences*, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
    - (1) Track all conference expenses.
    - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
  - (i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
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- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to

participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

#### **H-17 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (SEP 2015)**

(a) Definitions. As used in this clause—

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“M&O Subcontract Reporting Capability (MOSRC)” means a DOE system and associated processes to collect key information about M&O first-tier subcontracts for reporting to the Small Business Administration.

“Transaction” means any awarded contract, agreement, order, or modification, etc. (other than one involving an employer-employee relationship) entered into by a DOE M&O prime contractor calling for supplies and services (including construction) required solely for performance of the prime contract.

(b) Limited Interim Reporting.

- (1) The Contractor shall report no less than the twenty highest dollar value first-tier small business subcontract transactions under the contract by December 1 for the previous fiscal year until the Contractor business systems can report the required data as set forth in paragraph (c) below. Classified subcontracts shall be excluded from the reporting requirement and shall not be counted towards the total number of transactions of the reporting requirement.
- (2) Transactions with a corporation, company, or subdivision that is an affiliate of the Contractor are not included in these reports.
- (3) The Contractor shall provide the data on first-tier small business subcontract transactions under the contracts, as described in the MOSRC Guide via the Microsoft Excel spreadsheet co-located at <https://max.gov> in the MOSRC Collaboration Center. The spreadsheet will be submitted to [HQProcurementSystems@hq.doe.gov](mailto:HQProcurementSystems@hq.doe.gov).

(c) Full Reporting. The Contractor shall update their business systems and processes

to collect and report data to MOSRC in compliance with the MOSRC Guide. The Contractor shall report data in MOSRC for FY17 (and each year thereafter) first-tier small business subcontracting transactions under the contract. Classified subcontracts shall be excluded from the reporting requirements. All Contractor systems shall be updated in order to provide the first FY17 report in November 2016 for October 2016 transactions.

- (d) Pilot M&Os. Oak Ridge National Laboratory, the National Security Campus at the Kansas City Plant, and the National Renewable Energy Laboratory shall have their business systems updated in order to provide the first FY 16 report in April 2015 for March 2015 transactions.

7. All other terms and conditions remain unchanged.

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