

2. AMENDMENT/MODIFICATION NO. 746 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 12SC003465 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 06008 7. ADMINISTERED BY (If other than Item 6) CODE 06008  
 Berkeley Site Office Berkeley Site Office  
 U.S. Department of Energy U.S. Department of Energy  
 One Cyclotron Rd., MS90-1023 One Cyclotron Rd., MS90-1023  
 Berkeley CA 94720 Berkeley CA 94720

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 The Regents of the University of California  
 Atten: Sandra M. Vinson  
 UCOP - Laboratory Management  
 1111 Broadway, Suite 1450  
 Oakland, CA 94607  
 CODE 078576738 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-05SCH11231 (x)  
 10B. DATED (SEE ITEM 13) 04/19/2005

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)  
 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: FAR 43.103 (a)  
 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.)  
 Tax ID Number: 94-2951741  
 DUNS Number: 078576738  
 TAS::89 0222::TAS The purpose of this modification is to make the following changes:  
 (1) Clause H.21 WORKFORCE TRANSITION, CONTRACTOR COMPENSATION BENEFITS AND PENSION is supplemented with Paragraph (d)(1)(iv), (2) SECTION J, Attachment J.1, Appendix A ADVANCE UNDERSTANDING ON HUMAN RESOURCES SECTIONS is supplemented with SECTIONS III AND XII and (3) Attachment J.16, Appendix P Clause 6 the referenced clause is corrected.  
 LIST OF CHANGES:  
 Reason for Modification : Other Administrative Action  
 CHANGES FOR LINE ITEM NUMBER: 3  
 Continued ...

SMV note: attached pages are marked and indicate administrative corrections needed in a subsequent modification.

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) Sandra M. Vinson, Director UCOP - Laboratory Management  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Spencer R. Peterson  
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)  
 15C. DATE SIGNED 11/16/2012  
 16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)  
 16C. DATE SIGNED 06/07/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC02-05CH11231/746

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NAME OF OFFEROR OR CONTRACTOR  
REGENTS OF THE UNIVERSITY OF CALIFORNIA, THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FOR DOE INTERNAL USE ONLY:                      NEW ACCOUNTING CODE ADDED:                      Account code:                      No AFP. Administrative only                      Fund 00000                      Appr Year 0000                      Allottee 00                      Reporting Entity 000000                      Object Class 00000                      Program 0000000                      Project 0000000                      WFO 0000000                      Local Use 0000000                      Quantity: 0                      Amount: \$0.00                      Percent: 0                      Subject To Funding: N                      Payment Address:                          Payment - Direct Payment                      from U.S. Dept of Treasury</p> <p>FOB: Destination                      Period of Performance: 06/01/2005 to 05/31/2015</p>				

The purpose of this modification is to make the following changes: (1) Clause H.21 WORKFORCE TRANSITION, CONTRACTOR COMPENSATION BENEFITS AND PENSION is supplemented with Paragraph (d)(1)(iv), (2) SECTION J, Attachment J.1, Appendix A ADVANCE UNDERSTANDING ON HUMAN RESOURCES SECTIONS is supplemented with SECTIONS III AND XII and (3) Attachment J.16, Appendix P Clause 6 the referenced clause is corrected. Accordingly:

1. Clause H.21, entitled, WORKFORCE TRANSITION, CONTRACTOR COMPENSATION, BENEFITS AND PENSION, is supplemented with paragraph (d)(1)(iv) and following paragraph as follows:

- (iv) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (d)(1)(iv) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

2. Attachment J.1, Appendix A ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES, SECTION III – COMPENSATION, is supplemented with paragraph (e)(4) as follows:

- (4) The Contractor is authorized to make minor shifts of funds across employment categories after approval of the CIP in order to meet the compensation requirements of its organization, subject to the following guidelines:

- Total increase expenditures will be limited to the total CIP approved.
- Special Adjustment funds will not be interchangeable.
- Contractors will notify the Contracting Officer that funds have been shifted.

3. Attachment J.1, Appendix A ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES, SECTION XII – REDUCTIONS IN CONTRACTOR EMPLOYMENT is revised:

***From:***

#### **SECTION XII – REDUCTIONS IN CONTRACTOR EMPLOYMENT**

Reductions in employment will be conducted in accordance with the contractor's personnel management policies and practices and in accordance with applicable Departmental guidance on workforce restructuring, as revised from time to time,

- (a) Work Force Analysis.

The Laboratory will annually analyze its work force requirements to retain employees with the skills, knowledge and abilities necessary to effectively and safely meet assigned and futures missions within budget constraints. The Laboratory will develop appropriate work force transition strategies consistent with restructuring objectives contained in the Department's "Planning Guidance for Contractor Work Force Restructuring."

(b) Notifications to DOE.

- (1) The Contractor will advise the Contracting Officer of all Reductions-In-Force expected to affect at least five (5) employees within an organization through voluntary or involuntary layoff 2 weeks or no less than four business days prior to an announcement to employees. A reduction-in-force action is a separation of an employee (other than for cause) due to a planned action.
- (2) Restructuring activities expected to impact over 100 employees in a rolling 12-month period require Contracting Officer approval.
- (3) Upon exceeding a threshold of 50 involuntary separations within a rolling 12-month period, a diversity impact analysis shall be provided as required by the Contracting Officer.

(c) Transition costs.

The Contractor is authorized to provide involuntarily separated employees with outplacement assistance in the form of skills assessment and resume' preparation.

**To:**

**SECTION XII – REDUCTIONS IN CONTRACTOR EMPLOYMENT**

Reductions in employment will be conducted in accordance with the contractor's personnel management policies and practices and in accordance with applicable Departmental guidance on workforce restructuring, as revised from time to time.

(a) Workforce Restructuring Actions

- (1) The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

RESTRUCTURING ACTION	#EMPLOYEES POTENTIALLY IMPACTED	ACTION REQUIRED
Voluntary	50-99	CO Notification
Voluntary	100+	CO Approval
Involuntary	50+	CO Approval

- (A) Notifications will include a business case outlining the drivers necessitating restructuring activity, an implementation strategy and communication plan.
  - (B) Actions requiring approval will additionally require a workforce restructuring plan prepared in accordance with DOE policy.
  - (C) Notifications and Approval actions shall be submitted a minimum of 10 business days prior to announcement to employees.
  - (D) Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE.
- (2) Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved active reduction in force plan will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off.

- (3) The Contractor, to the extent practicable, shall provide outplacement services in the forms of skills assessment and resume preparation to those employees who are involuntarily separated due to a layoff.
- (4) Employees placed on layoff status who have completed the entry probation period may be eligible for continued participation in the DOE Displaced Worker Medical Benefits program with premiums supplemented by the Contractor based on the following schedule:
  - (A) First Year: The Contractor's contribution for an active employee
  - (B) Second Year: One half of the Contractor's Cobra premium
  - (C) Third and subsequent years: Reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

Eligibility is determined in accordance with Departmental guidance on workforce restructuring.

4. Attachment J.16, APPENDIX P, **ADVANCE UNDERSTANDINGS REGARDING IMPLEMENTATION OF DESIGNATED CONTRACT CLAUSES AND DIRECTIVES**, 6. Clause I.141 – FAR 52.204-9 *Personal Identity Verification of Contractor Personnel (SEP 2007)* is updated and the Clause Number reference is revised:

**From:**

6. Clause I.128 – FAR 52.204-9 *Personal Identity Verification of Contractor Personnel (SEP 2007)*.

In implementing this clause the parties agree on the following:

- a. Lawrence Berkeley National Laboratory (LBNL) is an unclassified facility, however, the Laboratory Director and certain staff members have personal security clearance to receive information and participate in classified meetings at other facilities. Clause I.128 will apply only to those LBNL personnel who do hold a personal security clearance and receive the federal credential referenced in this clause.

**To:**

6. Clause I.141 – FAR 52.204-9 *Personal Identity Verification of Contractor Personnel (JAN 2011)*.

In implementing this clause the parties agree on the following:

- a. Lawrence Berkeley National Laboratory (LBNL) is an unclassified facility, however, the Laboratory Director and certain staff members have personal security clearance to receive information and participate in classified meetings at other facilities. Clause I.141 will apply only to those LBNL personnel who do hold a personal security clearance and receive the federal credential referenced in this clause.

5. Attached to this modification are conformed copies of Section H, Section J, Attachment J1, Appendix A and Attachment J19J16, Appendix P.
6. All other terms and conditions remain the same.