

2. AMENDMENT/MODIFICATION NO. 0644 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. Not Applicable 5. PROJECT NO. (If applicable) 1 6

6. ISSUED BY CODE 00601 7. ADMINISTERED BY (If other than Item 6) CODE
 Richland Operations Office
 U.S. Department of Energy
 Richland Operations Office
 P.O. Box 550, MSIN A7-80
 Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 MISSION SUPPORT ALLIANCE, LLC
 Attn: JENNIFER JAHNEK
 POST OFFICE BOX 550
 RICHLAND WA 99352

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DE-FC06-09RL14728
 10B. DATED (SEE ITEM 13)
 04/28/2009

CODE 010605464 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 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)
 Not Applicable

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:
 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.)
 This modification amends Modification 643 to provide the attached documents inadvertently excluded from the transmittal of Modification 643 via the FedConnect system.

Attachments:
 Attachment 1 - Signed Class Deviation
 Attachment 2 - DEAR Clause 970.5204-3 (CCT 2014) (Deviation)

There are no other changes to the terms and conditions of the contract.

Payment:
 Period of Performance: 05/26/2009 to 05/25/2019

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) Jennifer Jahner, Contracts
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy E. Corbett
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 16B. DATE SIGNED 11/15/17
 16C. UNITED STATES OF AMERICA (Signature of Contracting Officer)
 16C. DATE SIGNED 11/15/2017

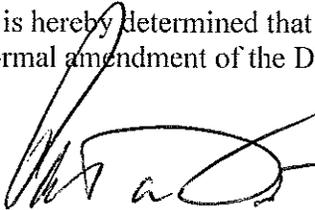
CLASS DEVIATION FINDINGS AND DETERMINATION
DEAR 970.5204-3

Findings

1. The Department recently issued a final rule amending the existing DEAR clause at 970.5204-3, "Ownership of and Access to Records" in order to ensure greater access to records generated during contracts (both prime and subcontracts) performing potentially hazardous work and to clarify the requirements for management and retention of records after contract termination.
2. DOE contractors may perform functions that involve exposure to radioactive and other hazardous materials. Because of the possible long-term effects of exposure, DOE contractors and subcontractors must create and maintain records on the potentially hazardous work performed by their personnel. For example, the Occupational Radiation Protection Program requires the creation, maintenance and disposition of records on contractor and subcontractor personnel. These records are needed for processing claims and providing documentation that protects the financial and legal obligations of both individuals and the Government.
3. The existing clause was applicable only to M&O contracts and cost-reimbursement subcontracts that meet at least one of the following three conditions:
 - a) Subcontract value over \$2 million
 - b) Contracting Officer determines that the subcontract is or involves a critical task related to the contract
 - c) Subcontract includes DEAR 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution," or similar clause
4. The revisions to the clause broadened its applicability to also capture non-M&O contracts and subcontracts performing potentially hazardous work regardless of contract type or dollar value.
5. The subcontract flowdown provisions were revised to require flowdown to all subcontracts that contain either the clause at DEAR 970.5223-1 or 952.223-72 regardless of contract type or dollar value. Since the M&O contractors issue many small dollar, fixed-price subcontracts that nevertheless contain DEAR 970.5223-1, this change significantly and inadvertently increased the number of affected subcontracts (many of which are small business subcontracts).
6. This deviation revises the subcontract flowdown provisions to replace the automatic flowdown based on the presence of DEAR 970.5223-1 with language that requires the contractor to flowdown the clause (or maintain the applicable records themselves) whenever the subcontract scope of work could result in potential exposure to radioactive or other toxic substances that can cause long term health impacts. It also makes some revisions to improve clarity and reduce the possibility of misunderstanding.

Determination

It is hereby determined that a class deviation to revise DEAR 970.5204-3 is appropriate pending formal amendment of the DEAR.



5/6/15

pm Paul Bosco,
Director
Office of Acquisition and
Project Management
Department of Energy



4/30/15

Joseph Waddell,
Deputy Associate Administrator
Acquisition and
Project Management
National Nuclear Security Administration

ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

- (1) The contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72 , or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C)

asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

(End of Clause)