

2009 APR 1 PM 2:25



Department of Energy
Argonne Site Office
9800 South Cass Avenue
Argonne, Illinois 60439

MAR 31 2009

Action to	<u>RNM</u>
Copy to	<u>RR, EDI, SDR, JLC, BA, MDB, LLM, LTN, REC</u>
Due Date	<u>—</u>
Return Copy	<u>—</u>
OTD File #	<u>—</u>

Dr. Robert Rosner
Director, Argonne National Laboratory
President, UChicago Argonne, LLC
9700 South Cass Avenue
Argonne, IL 60439

Dear Dr. Rosner:

**SUBJECT: MODIFICATION NO. A041 TO U.S. DEPARTMENT OF ENERGY
CONTRACT DE-AC02-06CH11357**

0409-002

Enclosed for your records is a fully executed copy of the subject modification which appropriates ARRA funding, increasing the amount of funds obligated hereunder by \$13,100,000.00 from \$1,486,273,622.98 to a total of \$1,499,373,622.98.

This modification further sets forth specific guidelines for implementing ARRA funding and work.

Also enclosed is FY 2009 Approved Funding Program (AFP) No. 10 which depicts funding adjustments in the follow category:

Operating Funds are increased by \$13,100,000.00.

<u>OCA</u>
This Correspondence has been indexed in the OTD for record retention in the above office.

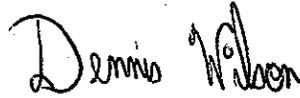
Dr. Robert Rosner

- 2 -

MAR 31 2009

If you have questions or are in need of additional information, please contact Sergio E. Martinez at 630/252-2075.

Sincerely,


Dennis L. Wilson
Contracting Officer

Enclosures:

Form SF-30 (Amendment of Solicitation/Modification of Contract), Mod A041
FY 2009 Approved Funding Program No. 10

cc: R. Zimmer, UofC, w/encls.
J. Kroll, UofC, w/encls.
L. Hill, UofC/ANL, w/encls.
G. McKeown, UofC, w/encls.
L. Miller, ANL, w/encls.
M. Besancon, ANL, w/encls.
C. Markiewicz, ANL, w/encls.
S. Richardson, ANL, w/encls.
R. Malhotra, ANL, w/encls.
M. Howard, ANL, w/encls.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 25
2. AMENDMENT/MODIFICATION NO. A041	3. EFFECTIVE DATE 03/31/2009	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Office of Science/Argonne Site Office 9800 South Cass Avenue Argonne, IL 60439		7. ADMINISTERED BY (If other than Item 6) See Block 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UChicago Argonne, LLC 5801 South Ellis Avenue Chicago, IL 60637		(✓)	9.A. AMENDMENT OF SOLICITATION NO.	
			9.B. DATED (SEE ITEM 11)	
			10.A. MODIFICATION OF Contract/Order NO. DE-AC02-06CH11357	
			10.B. DATED (SEE ITEM 13) July 31, 2006	
CODE N/A	FACILITY CODE N/A	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 page 2 attached to this modification.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	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: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return signed copies to DOE.

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

See pages attached to this modification.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Donald H. Levy, Vice President for Research & National Labs.</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sergio E. Martinez Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/31/09	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 3/27/09
BY: <i>[Signature]</i> (Signature of person authorized to sign)		BY: <i>[Signature]</i> (Signature of Contracting Officer)	

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA, continued.

Funds Obligated for Recovery Act Projects:

All required accounting and appropriations data, including the Treasury Accounting Symbol and Fund Code is hereby provided as Attachment A to this modification.

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

- A. This modification is issued to obligate American Recovery and Reinvestment Act (Recovery Act) of 2009 funds for the purpose of implementing three (3) Infrastructure GPP projects at the Argonne National Laboratory site, per Statement of Work in Section A, below.
- B. Accordingly, pursuant to Section I Contract Clause – DEAR 970.5232-4 entitled "Obligation of Funds," funds in the amount of \$13,100,000.00 are hereby obligated in support of Recovery Act activities. The total amount of funds obligated under this contract since its inception is increased from \$ 1,486,273,622.98 to \$ 1,499,373,622.98.
- C. The specific work funded by this modification is as follows:

Recovery Act Projects 1, 2 & 3
<p>Section A: <u>Statement of Work</u></p> <p><u>ANL-1 480 Volt Switchgear Upgrade</u></p> <p>Upgrade various 480 V switchgear assemblies in several buildings in 200 and 300 areas. Upgrade deteriorated 480 V bus ducts in various buildings in 200 area. Upgrade multiple sections of 480 V motor control centers and motor control starters in several buildings in 200 area.</p> <p><u>ANL-2 13.2 KV Switch Upgrade</u></p> <p>Upgrade 13.2 KV outdoor manhole switches and associated SCADA system in 200 area. Upgrade existing 13.2 KV overhead line with a new double circuit overhead line to connect electrical facility 549 in 300 area with facility in 200 area. Upgrade 138-13.2 KV transformer at facility 549. Upgrade 13.2 KV switchgears to connect new lines in 300 area.</p> <p><u>ANL-3 Panelboard/Transformer Replacement</u></p> <p>Provide 138 KV substation infrastructure in 200 area to supply power to new facilities. This will include 138 KV transformer, breakers and switches and modifications of existing overhead lines. Replace 480 V panel and transformers in building 205.</p>

Section B: Schedule or Milestone Requirements

ANL-1

Initial Funding Obligated to M&O – 03/31/2009
Remaining Funds Obligated to the M&O – 04/30/2009
Issue Long Lead Procurement Packages – 06/01/2009
Begin Installation of Switchgear – 08/28/2009
Construction complete – 03/31/2011

ANL-2

Initial Funding Obligated to M&O – 03/31/2009
Remaining Funds Obligated to M&O – 04/30/2009
Issue Long Lead Procurement Bid Packages – 06/01/2009
Begin Installation of Switch Upgrades – 06/15/2009
Switch Installation Complete – 08/30/2010

ANL-3

Initial Funding Obligated to M&O – 03/31/2009
Remaining Funds Obligated to M&O – 04/30/2009
Issue Long Lead Procurement Bid Packages – 10/30/2009
Begin Installation of Panel Boards and Transformers – 11/30/2009
Construction Complete – 06/20/2011

Section C: Performance outcomes and measures

Performance outcomes, for ANL-1, 2 & 3 projects, will be measured against their approved scope, schedule and cost baselines contained in the “Argonne National Laboratory - Facilities Management and Services - Project Performance Measure Baseline” documents, to be processed prior to commencement of field work.

The M&O’s performance, in the implementation of these projects, will be evaluated under the existing M&O Performance Evaluation Measurement Plan (PEMP) process established by the Office of Science.

Section D: Deliverables

In addition to completion of each construction project, each project deliverables shall include:

- **Systems and equipment commissioning report**
- **As-built drawings and specifications**
- **Maintenance and Operations manuals**
- **Material, equipment and workmanship guarantees/warranties**
- **Spare parts (as provided for in the contract solicitations)**

Section E: Other Requirements

For each project, the M&O shall provide the following:

- **Detailed resource loaded schedule (at commencement of work) and subsequent timely updates throughout the project performance period**
- **Weekly Project Status Reports, as directed by ASO (due at ASO each Thursday by 4:00 p.m.)**
- **Monthly, web based, EVMS Status Reports (due on the 20th calendar day)**

D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, Pub. L. 111-5, and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in paragraphs E through I below. The funds obligated hereunder shall only be used to accomplish the work as set forth in paragraph C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. The contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

F. Section E, Inspection and Acceptance is amended as follow:

Paragraph E.2 is added which is applicable only to the Recovery Act work:

(a) Access –

- i. The Comptroller General and his representatives are authorized to examine any records of the contractor or any of its subcontractors that involve transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or any of its subcontractors, regarding such transactions.
- ii. Any representative of an appropriate inspector general is authorized to examine any records of the contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or subcontractor regarding such transactions.

- iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the contractor and any of its subcontractors, and the right to interview any officer or employee of the contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

(b) Certification –

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

G. Section G, Contract Administration Data is amended as follows:

Paragraph G.4 is added which is applicable only to the Recovery Act work:

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the work scope baseline.

- (a) The contractor will separately identify costs that pertain to the Recovery Act work. The contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.
- (b) The contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

Paragraph G.5 is added which is applicable to the Recovery Act work:

Indirect Charges

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

- (a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;
- (b) Exempt funds from contract cost base for management fees and distributing Laboratory Directed Research and Development or similar funds taxing programs;

- (c) Ensure all funds transferred by UChicago Argonne, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and,
- (d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or UChicago Argonne, LLC.
- (e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.

H. The following Clause H.41 - **Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009**, attached hereto and made a part hereof, replaces the Clause H.41 - **Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009**, previously incorporated into this agreement under Modification No. M039.

H.41 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Feb 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the inspector general.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

Contractors must include this clause in every subcontract over \$25,000 that is funded, in whole or in part, by the Recovery Act unless the subcontract is with an individual.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

Note: The following paragraphs, H, I, and J, are in effect until the FAR is modified to implement these provisions of the Recovery Act. The Contractor agrees that the Contracting Officer may unilaterally modify the contract to incorporate the FAR clauses that implement the Recovery Act. The following paragraphs will no longer be valid and the contract will be considered modified to add the new FAR provisions and clauses in Section I.

H. American Recovery and Reinvestment Act-Reporting Requirements

(a) Definitions. As used in this clause -

“First-tier Subcontract” means a subcontract awarded directly by a Federal government prime contractor funded by the Recovery Act.

“Jobs Created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the

United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Jobs retained" means an estimate of those previously existing unfilled positions that are filled as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Total Compensation" means the complete pay package of contractor employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

- (b) This contract requires products and/or services which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor that receives contracts from a Federal agency under the Recovery Act to report on use of funds.
- (c) Reporting starts with the later of the first calendar quarter in which the contractor invoices the Government for work funded by Recovery funds, or the second calendar quarter of 2009. Reporting is required not later than 10 days after the end of each calendar quarter. The Contractor shall report the following information, using the online reporting tool available at TBD. If the tool is not available when the contractor's report is due, the contractor shall maintain the data necessary to report for that quarter when the tool becomes available or submit the report in hard or soft copy if required by the Contracting Officer.
- (1) the amount of recovery funds invoiced by the contractor, cumulative since the beginning of the contract;
 - (2) a detailed list of all services performed or supplies delivered for which the contractor has invoiced, including –
 - (i) project title, if any;
 - (ii) a description of the project;
 - (iii) an assessment of the contractor's progress towards the completion of the requirements of the contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
 - (iv) an estimate of the number of jobs created by the project, in the United States and outlying areas; and
 - (v) an estimate of the number of jobs retained by the project, in the United States and outlying areas. A job cannot be reported as both created and retained.

- (3) the Government contract number.
- (4) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded if –
 - (i) in the Contractor's preceding fiscal year, the Contractor received--
 - (A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (5) detailed information on any first-tier subcontract over \$25,000, where the subcontractor is not an individual, awarded by the contractor, funded under the Recovery Act, to include the following:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and of the subcontractor's parent company, if any.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System code.
 - (vi) Funding agency.
 - (vii) A description of the product or service to be provided under the subcontract.
 - (viii) Subcontract number (the contract number assigned by the prime contractor).
 - (ix) Subcontractor physical address including street address, city, state and nine-digit zip code and congressional district if in the United States.
 - (x) Subcontract primary performance location including street address, city, state and nine-digit zip code and congressional district if in the United States.
 - (xi) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the subcontract is awarded if –
 - (i) entity in the subcontractor's preceding fiscal year, the subcontractor received --
 - (A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

- (ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986,

(Note: the information in paragraphs (i) through (x) are not required to be reported for any contractor or first-tier subcontractor whose gross income did not exceed \$300,000 in the previous tax year.)

- (6) For subcontracts under \$25,000 or any subcontracts awarded to an individual, the total number of subcontracts awarded in the quarter and their total dollar amount.

I. Audit and Records—Negotiation

- (a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's or any subcontractors' directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

J. Buy American

[When using funds appropriated under the American Recovery and Reinvestment Act for construction, use clauses 52.225-XX, 52.225-YY, 52.225-ZZ, or 52.225-WW. Use 52.225-XX and 52.225-YY for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States under \$7,443,000 and 52.225-ZZ and 52.225-WW for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States and over \$7,443,000.]

52.225-XX Required Use of American Iron, Steel, and Other Manufactured Goods -- Buy American Act —Construction Materials.

(a) Definitions. As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a 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. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- or
- (2) A construction material manufactured in the United States.

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

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

(b) Domestic preference.

(1) This clause implements—

- (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
 - (ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.
- (2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.
 - (3) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

- (4) The Contracting Officer may add other foreign 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 iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign 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 quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be 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 is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

- (c) 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 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.]

52.225-YY Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act—Construction Materials.

- (a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-XX).
- (b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

- (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—
 - (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
 - (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.
- (2) In the case of a tie, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-XX, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-XX for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-XX does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX.

52.225-ZZ Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act—Construction Materials under Trade Agreements.

(a) Definitions. As used in this clause—

“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. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“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 a 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 a 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."

"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, or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, 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) and the Buy American Act (41 U.S.C. 10a – 10d) do not apply to Recovery Act designated country 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 iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

- (ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

- (2) The Contractor shall use only domestic or Recovery Act designated country 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:

[Contracting Officer to list applicable excepted materials or indicate “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 iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

- (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign 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 or the Buy American Act to a particular construction material would be 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 the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements 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 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 I (DATE). 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) and the Buy American Act do not apply to Recovery Act designated country 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 iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
 - (ii) The Buy American Act providing a preference for unmanufactured domestic construction material.
- (2) The Contractor shall use only domestic or Recovery Act designated country 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.

52.225-WW Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreements.

- (a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-ZZ).
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
 - (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—
 - (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) In the case of a tie, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ.

Alternate II (DATE). As prescribed in 25.1102(e), add the definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Alternate offers.

- (1) When an offer includes foreign construction material, except foreign construction material from a Recovery Act designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

I. All other terms and conditions remain unchanged.

END OF MODIFICATION

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
SUMMARY

	BUDGET AUTHORITY (BA)				
	BEGINNING UN COSTED OBLIGATIONS	NEW BA			TOTAL AVAILABLE
		PREVIOUS	CHANGE	REVISED	
OPERATING EXPENSES	106,210,391.31	194,102,003.36	0.00	194,102,003.36	300,312,394.67
CAPITAL EQUIPMENT	17,266,788.31	4,118,372.72	0.00	4,118,372.72	21,385,161.03
CONSTRUCTION	9,658,458.26	1,508,386.00	13,100,000.00	14,608,386.00	24,266,844.26
REIMBURSABLE WORK	77,480,835.30	36,129,080.56	0.00	36,129,080.56	113,609,915.86
GRAND TOTAL:	210,616,473.18	235,857,842.64	13,100,000.00	248,957,842.64	459,574,315.82

 * Certification of Funds Availability: *
 * *Catherine Richardson* 3-27-09 *
 * Certifying Official Date *

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR FY HQ B&R CONTROL BUDGET REFERENCE NUMBER		BUDGET AUTHORITY (BA)				TOTAL AVAILABLE
		BEGINNING UNCOMPLETED OBLIGATIONS	PREVIOUS	NEW BA CHANGE	REVISED	
70X0900.3	2005 Information Analysis & Infrastructure Prote					
LJ TD-53-00-00-0	TD5300000	999.30	0.00	0.00	0.00	999.30
899/100227	2009 Science, Science, Recovery Act					
WO K3-09-00-00-0	K09000000	0.00	0.00	13,100,000.00	13,100,000.00	13,100,000.00
89X0213	2005 Fossil Energy Research and Development					
JA AA-10-35-00-0	AA1035000 - Transportation Fuels and Chemicals	8,599.77	0.00	0.00	0.00	8,599.77
AA-15-20-00-0	AA1520000 - Technology Crosscut	23,015.88	0.00	0.00	0.00	23,015.88
AA-20-45-00-0	AA2045000 - Turbines	21.01	0.00	0.00	0.00	21.01
AB-05-40-00-0	AB0540000 - Exploration And Production	1,085.41	0.00	0.00	0.00	1,085.41
AB-05-45-00-0	AB0545000 - Infrastructure	10.79	0.00	0.00	0.00	10.79
AB-05-50-00-0	AB0550000 - Emerging Processing Technology Applications	56.07	0.00	0.00	0.00	56.07
AB-05-55-00-0	AB0555000 - Effective Environmental Protection	14,940.69	0.00	0.00	0.00	14,940.69
AC-10-05-00-0	AC1005000 - Exploration And Production	62,824.93	0.00	0.00	0.00	62,824.93
AC-10-10-00-0	AC1010000 - Reservoir Life Extension/Management	114,266.97	0.00	0.00	0.00	114,266.97
AC-10-25-00-0	AC1025000 - Ultra Clean Fuels	33.33	0.00	0.00	0.00	33.33
AJ-00-00-00-0	AJ0000000 - Import/Export Authorization	42.78	0.00	0.00	0.00	42.78
89X0213	2006 Fossil Energy Research and Development					
AA-15-30-00-0	AA1530000	477.10	0.00	0.00	0.00	477.10
AB-05-55-00-0	AB0555000 - Effective Environmental Protection	6,000.00	0.00	0.00	0.00	6,000.00
AC-10-15-00-0	AC1015000 - Effective Environmental Protection	246,766.81	0.00	0.00	0.00	246,766.81
89X0213	2007 Fossil Energy Research and Development					
AA-15-05-00-0	AA1505000 - Coal Utilization Science	49,094.36	0.00	0.00	0.00	49,094.36
AA-15-20-00-0	AA1520000 - Technology Crosscut	197,227.65	0.00	0.00	0.00	197,227.65
AA-20-15-00-0	AA2015000 - Advanced Systems - Integrated Gasification Combi	324.43	0.00	0.00	0.00	324.43
89X0213	2008 Fossil Energy Research and Development					
AA-10-40-00-0	AA1040000	788,769.81	0.00	0.00	0.00	788,769.81
AA-15-05-00-0	AA1505000 - Coal Utilization Science	230,000.00	0.00	0.00	0.00	230,000.00
AA-15-10-00-0	AA1510000 - Materials And Components	79,377.67	0.00	0.00	0.00	79,377.67
AA-15-20-00-0	AA1520000 - Technology Crosscut	179,261.29	0.00	0.00	0.00	179,261.29
AA-20-25-00-0	AA2025000 - Innovations for Existing Plants	118,390.87	0.00	0.00	0.00	118,390.87
AA-25-30-00-0	AA2530000 - Innovative Concepts	270,510.13	0.00	0.00	0.00	270,510.13
AA-30-10-00-0	AA3010000 - Greenhouse Gas Control	110,442.92	0.00	0.00	0.00	110,442.92
AB-05-55-00-0	AB0555000 - Effective Environmental Protection	250,000.00	0.00	0.00	0.00	250,000.00
89X0213	2009 Fossil Energy Research and Development					
AA-20-25-00-0	AA2025000 - Innovations for Existing Plants	0.00	155,895.00	0.00	155,895.00	155,895.00
AA-25-30-00-0	AA2530000 - Innovative Concepts	0.00	359,759.00	0.00	359,759.00	359,759.00
89X0216	2005 Energy Information Administration					

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

			BUDGET AUTHORITY (BA)				
APPROPRIATION YEAR	FT	HQ B&R CONTROL BUDGET REFERENCE NUMBER	BEGINNING UNPOSTED OBLIGATIONS	PREVIOUS	NEW BA CHANGE	REVISED	TOTAL AVAILABLE
89X0222	2008	General Science and Research Activities, Oper					
WA	FS-10-00-00-0	FS1000000 - Safeguards and Security - Science	201,665.64	0.00	0.00	0.00	201,665.64
	KA-11-00-00-0	KAL100000 - Proton Accelerator-Based Physics	861,732.60	0.00	0.00	0.00	861,732.60
	KA-13-00-00-0	KAL300000 - Non-Accelerator-Based Physics	346,848.95	0.00	0.00	0.00	346,848.95
	KA-14-00-00-0	KAL400000 - Theoretical Physics	85,876.08	0.00	0.00	0.00	85,876.08
	KA-15-00-00-0	KAL500000 - Advanced Technology R&D	1,122,656.08	0.00	0.00	0.00	1,122,656.08
	KB-00-00-00-0	KB0000000 - Nuclear Physics	5,977,346.17	(292,000.00)	0.00	(292,000.00)	5,685,346.17
	KC-02-00-00-0	KC0200000 - Materials Sciences and Engineering	24,431,309.60	0.00	0.00	0.00	24,431,309.60
	KC-03-00-00-0	KC0300000 - Chemical Sciences, Geosciences, and Energy Biosc	7,549,433.23	0.00	0.00	0.00	7,549,433.23
	KG-06-00-00-0	KG0600000 - Excess Facilities Disposition	288,273.57	0.00	0.00	0.00	288,273.57
	KJ-00-00-00-0	KJ0000000 - Advanced Scientific Computing Research	11,489,071.53	0.00	0.00	0.00	11,489,071.53
	KL-00-00-00-0	KL0000000 - Workforce Development for Teachers and Scientist	815,690.46	0.00	0.00	0.00	815,690.46
	KP-12-00-00-0	KP1200000, Climate Change Research	3,947,093.77	0.00	0.00	0.00	3,947,093.77
	KP-15-00-00-0	KP1500000, Biological Research	2,559,709.39	0.00	0.00	0.00	2,559,709.39
89X0222	2009	General Science and Research Activities, Reim					
3W	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	0.00	8,579,802.59	0.00	8,579,802.59	8,579,802.59
2W	60-00-00-00-0	600000000 - Cost Of Reimbursable And Cooperative Work - Non-	0.00	12,522,722.60	0.00	12,522,722.60	12,522,722.60
1W	65-00-00-00-0	650000000 - Use Of Third-Party Receipts From Technology Tran	0.00	30,783.91	0.00	30,783.91	30,783.91
WA	AT-00-00-00-0	AT0000000 - Fusion Energy Sciences	0.00	19,972.00	0.00	19,972.00	19,972.00
	FS-10-00-00-0	FS1000000 - Safeguards and Security - Science	0.00	4,334,423.00	0.00	4,334,423.00	4,334,423.00
	KA-11-00-00-0	KAL100000 - Proton Accelerator-Based Physics	0.00	3,217,489.00	0.00	3,217,489.00	3,217,489.00
	KA-13-00-00-0	KAL300000 - Non-Accelerator-Based Physics	0.00	456,359.00	0.00	456,359.00	456,359.00
	KA-14-00-00-0	KAL400000 - Theoretical Physics	0.00	872,776.00	0.00	872,776.00	872,776.00
	KA-15-00-00-0	KAL500000 - Advanced Technology R&D	0.00	1,872,372.00	0.00	1,872,372.00	1,872,372.00
	KB-00-00-00-0	KB0000000 - Nuclear Physics	0.00	11,387,093.00	0.00	11,387,093.00	11,387,093.00
	KC-02-00-00-0	KC0200000 - Materials Sciences and Engineering	0.00	75,425,754.00	0.00	75,425,754.00	75,425,754.00
	KC-03-00-00-0	KC0300000 - Chemical Sciences, Geosciences, and Energy Biosc	0.00	6,848,397.00	0.00	6,848,397.00	6,848,397.00
	KJ-00-00-00-0	KJ0000000 - Advanced Scientific Computing Research	0.00	20,342,836.00	0.00	20,342,836.00	20,342,836.00
	KL-00-00-00-0	KL0000000 - Workforce Development for Teachers and Scientist	0.00	197,722.00	0.00	197,722.00	197,722.00
	KP-12-00-00-0	KP1200000, Climate Change Research	0.00	10,364,967.00	0.00	10,364,967.00	10,364,967.00
	KP-15-00-00-0	KP1500000, Biological Research	0.00	3,583,975.00	0.00	3,583,975.00	3,583,975.00
89X0224	2005	Energy Supply Research and Development Activi					
3Y	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	222,945.56	(41,088.12)	0.00	(41,088.12)	181,857.44
2Y	60-00-00-00-0	600000000 - Cost Of Reimbursable And Cooperative Work - Non-	581,198.67	(44,828.24)	0.00	(44,828.24)	536,370.43
1Y	65-00-00-00-0	650000000 - Use Of Third-Party Receipts From Technology Tran	52,255.49	(17,648.15)	0.00	(17,648.15)	34,607.34
YA	AF-02-00-00-0	AF0200000 - INL Operations and Infrastructure	15,433.29	0.00	0.00	0.00	15,433.29
	AF-20-00-00-0	AF2000000 - Advanced Reactor R&D	3,346.86	0.00	0.00	0.00	3,346.86
	AF-35-00-00-0	AF3500000 - Nuclear Energy Research Initiative	5,074.83	0.00	0.00	0.00	5,074.83
	AF-36-00-00-0	AF3600000 - Generation IV Nuclear Energy Systems Initiative	3,487.27	0.00	0.00	0.00	3,487.27
	AF-37-00-00-0	AF3700000 - Nuclear Energy Technologies	88.69	0.00	0.00	0.00	88.69
	AF-40-00-00-0	AF4000000 - University Reactor Fuel Assistance and Support	127.99	0.00	0.00	0.00	127.99
	AF-58-00-00-0	AF5800000 - Advanced Fuel Cycle Initiative (AFCI)	25.19	0.00	0.00	0.00	25.19

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR FT HQ B&R CONTROL BUDGET REFERENCE NUMBER			BUDGET AUTHORITY (BA)				TOTAL AVAILABLE
			BEGINNING UNCOSTED OBLIGATIONS	PREVIOUS	NEW BA CHANGE	REVISED	
89X0224	2005	Energy Supply Research and Development Activi					
YA	AF-70-00-00-0	AF7000000 - Advanced Radioisotope Power Systems	74.99	0.00	0.00	0.00	74.99
	AF-75-00-00-0	AF7500000 - Space Exploration Initiative	21.90	0.00	0.00	0.00	21.90
	EB-21-00-00-0	EB2100000 - Solar Energy	1,762.33	0.00	0.00	0.00	1,762.33
	EB-26-00-00-0	EB2600000 - Ocean Energy Systems	6,486.25	0.00	0.00	0.00	6,486.25
	EB-42-00-00-0	EB4200000 - Hydrogen Research R&D	1,170.71	0.00	0.00	0.00	1,170.71
	EB-50-00-00-0	EB5000000 - Electric Energy Systems And Storage	14.59	0.00	0.00	0.00	14.59
	ED-00-00-00-0	ED0000000 - Industry Sector - Total	30,141.48	0.00	0.00	0.00	30,141.48
	EH-00-00-00-0	EH0000000 - Policy And Management	1.39	0.00	0.00	0.00	1.39
	EL-17-00-00-0	EL1700000 - Federal Energy Management Program	6,996.62	0.00	0.00	0.00	6,996.62
	EO-01-00-00-0	EO0100000 - Distributed Energy Resources	451.24	0.00	0.00	0.00	451.24
	HI-00-00-00-0	HI0000000 - Fuel Cell Technologies	1,545.76	0.00	0.00	0.00	1,545.76
	KK-05-00-00-0	KK0500000 - Program Direction - Nuclear Energy	295.75	0.00	0.00	0.00	295.75
	TD-50-01-00-0	TD5001000	1,333.77	0.00	0.00	0.00	1,333.77
	TD-50-04-00-0	TD5004000	86.46	0.00	0.00	0.00	86.46
	VT-00-00-00-0	VT0000000 - Vehicle Technologies	11,107.04	0.00	0.00	0.00	11,107.04
	WB-00-00-00-0	WB0000000 - In-House Energy Management (Them)	242.83	0.00	0.00	0.00	242.83
	WI-05-00-00-0	WI0500000 - Gateway Deployment	2,908.13	0.00	0.00	0.00	2,908.13
89X0224	2006	Energy Supply Research and Development Activi					
3Y	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	332,681.73	(154,526.62)	0.00	(154,526.62)	178,155.11
2Y	60-00-00-00-0	600000000 - Cost Of Reimbursable And Cooperative Work - Non-	493,007.93	(60,954.98)	0.00	(60,954.98)	432,052.95
1Y	65-00-00-00-0	650000000 - Use Of Third-Party Receipts From Technology Tran	11,455.01	(7,927.64)	0.00	(7,927.64)	3,527.37
YA	AF-02-00-00-0	AF0200000 - INL Operations and Infrastructure	8,856.12	0.00	0.00	0.00	8,856.12
	AF-36-00-00-0	AF3600000 - Generation IV Nuclear Energy Systems Initiative	10,481.84	0.00	0.00	0.00	10,481.84
	AF-40-00-00-0	AF4000000 - University Reactor Fuel Assistance and Support	355.61	0.00	0.00	0.00	355.61
	BM-01-00-00-0	BM0100000 - Biomass/Biofuels Energy Systems	39,000.00	0.00	0.00	0.00	39,000.00
	EB-21-00-00-0	EB2100000 - Solar Energy	14,509.15	0.00	0.00	0.00	14,509.15
	EB-25-00-00-0	EB2500000 - Wind Energy Systems	17,000.00	0.00	0.00	0.00	17,000.00
	EB-40-00-00-0	EB4000000 - Geothermal	44,000.00	0.00	0.00	0.00	44,000.00
	EB-55-00-00-0	EB5500000 - Department Energy Management Program	48,519.74	0.00	0.00	0.00	48,519.74
	ED-00-00-00-0	ED0000000 - Industry Sector - Total	3,409.16	0.00	0.00	0.00	3,409.16
	HC-00-00-00-0	HC0000000 - Energy Supply (Operating)	8,831.28	0.00	0.00	0.00	8,831.28
	HI-00-00-00-0	HI0000000 - Fuel Cell Technologies	921.74	0.00	0.00	0.00	921.74
	TD-52-00-00-0	TD5200000 - Electricity Restructuring	2,028.33	0.00	0.00	0.00	2,028.33
	VT-00-00-00-0	VT0000000 - Vehicle Technologies	12,716.10	0.00	0.00	0.00	12,716.10
89X0224	2007	Energy Supply Research and Development Activi					
3Y	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	5,519,281.20	(37,239.23)	0.00	(37,239.23)	5,482,041.97
2Y	60-00-00-00-0	600000000 - Cost Of Reimbursable And Cooperative Work - Non-	572,818.38	(51,006.87)	0.00	(51,006.87)	521,811.51
YA	AF-36-00-00-0	AF3600000 - Generation IV Nuclear Energy Systems Initiative	2,289.80	0.00	0.00	0.00	2,289.80
	AF-37-00-00-0	AF3700000 - Nuclear Energy Technologies	3.64	0.00	0.00	0.00	3.64
	AF-58-00-00-0	AF5800000 - Advanced Fuel Cycle Initiative (AFCI)	165,869.15	0.00	0.00	0.00	165,869.15
	BM-01-00-00-0	BM0100000 - Biomass/Biofuels Energy Systems	50,000.00	0.00	0.00	0.00	50,000.00

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR		BUDGET REFERENCE NUMBER		BEGINNING UNCOMPLETED OBLIGATIONS	PREVIOUS	NEW BA CHANGE		REVISED	TOTAL AVAILABLE
FT	HQ B&R CONTROL								
89X0224	2007	Energy Supply Research and Development Activi							
YA	EB-42-00-00-0	EB4200000 - Hydrogen Research R&D		45,617.84	0.00	0.00	0.00	0.00	45,617.84
	EB-57-00-00-0	EB5700000		16,254.96	0.00	0.00	0.00	0.00	16,254.96
	ED-00-00-00-0	ED0000000 - Industry Sector - Total		178,619.59	0.00	0.00	0.00	0.00	178,619.59
	EL-17-00-00-0	EL1700000 - Federal Energy Management Program		162,022.38	0.00	0.00	0.00	0.00	162,022.38
	TD-50-08-00-0	TD5008000		134,842.38	0.00	0.00	0.00	0.00	134,842.38
	TD-50-09-00-0	TD5009000		3,020.84	0.00	0.00	0.00	0.00	3,020.84
	TD-54-01-00-0	TD5401000		227,905.74	0.00	0.00	0.00	0.00	227,905.74
	TD-54-02-00-0	TD5402000		40,326.21	0.00	0.00	0.00	0.00	40,326.21
	VT-00-00-00-0	VT0000000 - Vehicle Technologies		2,538,166.16	0.00	0.00	0.00	0.00	2,538,166.16
	WI-06-01-00-0	WI0601000		109.23	0.00	0.00	0.00	0.00	109.23
89X0224	2008	Energy Supply Research and Development Activi							
3Y	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -		4,064,581.71	(35,299.88)	0.00	(35,299.88)		4,029,281.83
2Y	60-00-00-00-0	600000000 - Cost Of Reimbursable And Cooperative Work - Non-		683,798.91	(84,907.82)	0.00	(84,907.82)		598,891.09
89X0228	2005	Departmental Administration, Operating Expens							
EA	PE-01-00-00-0	PE0100000 - Policy, Planning And Analysis		5,803.62	0.00	0.00	0.00	0.00	5,803.62
	PE-04-00-00-0	PE0400000 - Office Of Environmental Analysis		332.12	0.00	0.00	0.00	0.00	332.12
	WA-50-00-00-0	WA5000000 - Minority Economic Impact Program		8.12	0.00	0.00	0.00	0.00	8.12
89X0228	2006	Departmental Administration, Operating Expens							
MA	MA-00-00-00-0	MA0000000		5,476.95	0.00	0.00	0.00	0.00	5,476.95
	PE-01-00-00-0	PE0100000 - Policy, Planning And Analysis		25,000.00	0.00	0.00	0.00	0.00	25,000.00
	PE-04-00-00-0	PE0400000 - Office Of Environmental Analysis		10,000.00	0.00	0.00	0.00	0.00	10,000.00
	WN-00-00-00-0	WN0000000 - Cost Of Work For Others		183,498.02	0.00	0.00	0.00	0.00	183,498.02
89X0228	2007	Departmental Administration, Operating Expens							
WN	WN-00-00-00-0	WN0000000 - Cost Of Work For Others		14,088.39	0.00	0.00	0.00	0.00	14,088.39
89X0228	2008	Departmental Administration, Operating Expens							
WN	WN-00-00-00-0	WN0000000 - Cost Of Work For Others		1,450,000.00	0.00	0.00	0.00	0.00	1,450,000.00
89X0228	2009	Departmental Administration, Operating Expens							
WN	WN-00-00-00-0	WN0000000 - Cost Of Work For Others		0.00	1,870,377.00	0.00	1,870,377.00		1,870,377.00
89X0235	2005	Clean Coal Technology							
BB	AZ-00-00-00-0	AZ0000000 - Innovative Clean Coal Technology		14,767.32	0.00	0.00	0.00	0.00	14,767.32
89X0240	2005	Weapons Activities, Reimbursable Work, Federa							
3T	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -		361,022.10	(33,755.90)	0.00	(33,755.90)		327,266.20
TC	DP-09-01-00-0	DP0901000 - Operations of Facilities		35,938.21	0.00	0.00	0.00	0.00	35,938.21
	DP-15-00-00-0	DP1500000 - Advanced Simulation and Computing Campaign		12,786.14	(12,786.14)	0.00	(12,786.14)		0.00
	DP-40-00-00-0	DP4000000 - Nuclear Weapons Incident Response		1,093.36	0.00	0.00	0.00	0.00	1,093.36

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH1357
HQ B&R CONTROL SUMMARY

			BUDGET AUTHORITY (BA)				
APPROPRIATION YEAR			BEGINNING	NEW BA		TOTAL	
FT	HQ B&R CONTROL	BUDGET REFERENCE NUMBER	UNCOSTED OBLIGATIONS	PREVIOUS	CHANGE	REVISED	AVAILABLE
89X0240	2006 Weapons Activities, Reimbursable Work, Federa						
3T	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	547,293.82	(83,780.21)	0.00	(83,780.21)	463,513.61
89X0240	2007 Weapons Activities, Reimbursable Work, Federa						
40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	2,962,268.98	(436,250.71)	0.00	(436,250.71)	2,526,018.27	
TC	DP-16-01-00-0	DP1601000	291.45	0.00	0.00	0.00	291.45
89X0240	2008 Weapons Activities, Reimbursable Work, Federa						
3T	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	13,493,646.84	(419.69)	0.00	(419.69)	13,493,227.15
TC	DP-09-02-00-0	DP0902000 - Program Readiness	11,302.27	0.00	0.00	0.00	11,302.27
	DP-15-00-00-0	DP1500000 - Advanced Simulation and Computing Campaign	21,995.50	0.00	0.00	0.00	21,995.50
	DP-40-00-00-0	DP4000000 - Nuclear Weapons Incident Response	312,898.94	0.00	0.00	0.00	312,898.94
	FS-20-00-00-0	FS2000000 - Safeguards and Security - NNSA	70,999.91	0.00	0.00	0.00	70,999.91
89X0240	2009 Weapons Activities, Reimbursable Work, Federa						
3T	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	0.00	251,405.00	0.00	251,405.00	251,405.00
TC	DP-09-02-00-0	DP0902000 - Program Readiness	0.00	367,779.00	0.00	367,779.00	367,779.00
	DP-40-00-00-0	DP4000000 - Nuclear Weapons Incident Response	0.00	1,294,551.00	0.00	1,294,551.00	1,294,551.00
89X0243	2005 Materials Production and Other Defense Progra						
TF	AF-12-00-00-0	AF1200000 - Plutonium Burning	76.12	0.00	0.00	0.00	76.12
	AF-17-00-00-0	AF1700000 - Nuclear Security/Russian Production Reactor Shut	63.24	0.00	0.00	0.00	63.24
	AF-50-00-00-0	AF5000000 - Nuclear Technology Research And Development	178.41	0.00	0.00	0.00	178.41
	AF-58-00-00-0	AF5800000 - Advanced Fuel Cycle Initiative (AFCI)	0.01	0.00	0.00	0.00	0.01
	GD-03-00-00-0	GD0300000, Classification/Declassification Resources	14.52	0.00	0.00	0.00	14.52
	HA-00-00-00-0	HA0000000 - Employee Compensation Initiative	538.18	0.00	0.00	0.00	538.18
	HD-00-00-00-0	HD0000000 - Other Defense Activities (Operating)	2,716.69	0.00	0.00	0.00	2,716.69
	IN-00-00-00-0	IN0000000 - Intelligence	0.02	0.00	0.00	0.00	0.02
	OS-10-00-00-0	OS1000000 - Program Direction - Office of Security	67,608.27	0.00	0.00	0.00	67,608.27
	SO-10-00-00-0	SO1000000 - Program Direction - Office of Security and Emerg	23,517.19	0.00	0.00	0.00	23,517.19
89X0243	2007 Materials Production and Other Defense Progra						
	CS-00-00-00-0	CS0000000 - Cyber Security Program	20,835.07	0.00	0.00	0.00	20,835.07
	RH-00-00-00-0	RH0000000	73,878.81	0.00	0.00	0.00	73,878.81
89X0243	2006 Other Defense Activities, Reimbursable Work,						
3F	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	22,392,729.11	(112,336.14)	0.00	(112,336.14)	22,280,392.97
TF	GD-25-00-00-0	GD2500000, Vulnerability and Threat Program Activity	253,458.16	0.00	0.00	0.00	253,458.16
	GD-30-00-00-0	GD3000000, Emergency and Proliferation	37,220.12	0.00	0.00	0.00	37,220.12
	HU-00-00-00-0	HU0000000	357,444.18	0.00	0.00	0.00	357,444.18
	RH-00-00-00-0	RH0000000	140,823.54	0.00	0.00	0.00	140,823.54
89X0243	2009 Other Defense Activities, Reimbursable Work,						
3F	40-00-00-00-0	400000000 - Cost Of Reimbursable Work And Cooperative Work -	0.00	16,641,177.64	0.00	16,641,177.64	16,641,177.64

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR	PT HQ B&R CONTROL	BUDGET REFERENCE NUMBER	BUDGET AUTHORITY (BA)				TOTAL AVAILABLE
			BEGINNING UNCOMPLETED OBLIGATIONS	PREVIOUS	NEW BA CHANGE	REVISED	
89X0243	2009	Other Defense Activities, Reimbursable Work.	0.00	675,968.00	0.00	675,968.00	675,968.00
TF	GD-25-00-00-0	GD25000000, Vulnerability and Threat Program Activity	0.00	147,925.00	0.00	147,925.00	147,925.00
	GD-30-00-00-0	GD30000000, Energy and Proliferation	0.00	226,128.00	0.00	226,128.00	226,128.00
	HU-00-00-00-0	HU00000000	0.00	233,195.00	0.00	233,195.00	233,195.00
	RH-00-00-00-0	RH00000000					
89X0244	2007	Defense Nuclear Waste Disposal	477,439.74	0.00	0.00	0.00	477,439.74
TH	DF-00-00-00-0	DF00000000 - Waste Management System					
89X0251	2005	Defense Facilities Closure Projects	45,238.88	0.00	0.00	0.00	45,238.88
TP	EY-08-00-00-0	EY08000000 - Defense Environmental Services - Non-Closure Env					
89X0251	2006	Defense Facilities Closure Projects	346.92	0.00	0.00	0.00	346.92
	EY-60-20-00-0	EY60200000					
89X0251	2007	Defense Facilities Closure Projects	14,151.54	0.00	0.00	0.00	14,151.54
	EY-80-00-00-0	EY80000000					
89X0251	2008	Defense Facilities Closure Projects	48,616.12	0.00	0.00	0.00	48,616.12
	EY-40-00-00-0	EY40000000 - Defense Site Acceleration Completion - Technolog	2,569,776.78	0.00	0.00	0.00	2,569,776.78
	EY-80-00-00-0	EY80000000					
89X0251	2009	Defense Facilities Closure Projects	0.00	1,002,173.00	0.00	1,002,173.00	1,002,173.00
	EY-80-00-00-0	EY80000000					
89X0309	2005	Defense Nuclear Nonproliferation	10,893.72	(10,893.72)	0.00	(10,893.72)	0.00
NS	NN-20-00-00-0	NN20000000 - Nonproliferation And Verification Research And D	32,764.75	0.00	0.00	0.00	32,764.75
	NN-30-00-00-0	NN30000000 - International Nuclear Safety and Cooperation	12,849.78	(12,849.78)	0.00	(12,849.78)	0.00
	NN-32-00-00-0	NN32000000 - Elimination of Weapons Grade Plutonium Productio	924.39	(513.63)	0.00	(513.63)	410.76
	NN-40-00-00-0	NN40000000 - Nonproliferation and International Security	225.87	(225.87)	0.00	(225.87)	0.00
NU	NN-40-00-00-0	NN40000000 - Nonproliferation and International Security	351.60	(351.60)	0.00	(351.60)	0.00
NK	NN-41-00-00-0	NN41000000 - Russian Transition Initiatives	311.00	(311.00)	0.00	(311.00)	0.00
NS	NN-50-00-00-0	NN50000000 - International Nuclear Materials Protection and C					
89X0309	2006	Defense Nuclear Nonproliferation	35,308.95	0.00	0.00	0.00	35,308.95
	NN-40-00-00-0	NN40000000 - Nonproliferation and International Security	85,162.17	0.00	0.00	0.00	85,162.17
	NN-41-00-00-0	NN41000000 - Russian Transition Initiatives					
89X0309	2007	Defense Nuclear Nonproliferation	33,516.68	(19,151.21)	0.00	(19,151.21)	14,365.47
	NN-40-00-00-0	NN40000000 - Nonproliferation and International Security	218,808.55	0.00	0.00	0.00	218,808.55
	NN-60-03-00-0	NN60030000, Supporting Activities	69,806.76	(15.39)	0.00	(15.39)	69,791.37
	NN-90-00-00-0	NN90000000					
89X0309	2008	Defense Nuclear Nonproliferation					

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR FT HQ B&R CONTROL BUDGET REFERENCE NUMBER	BUDGET AUTHORITY (BA)	BEGINNING UNCOSTED OBLIGATIONS	NEW BA			TOTAL AVAILABLE
			PREVIOUS	CHANGE	REVISED	
89X0309 2008 Defense Nuclear Nonproliferation						
NS NN-20-00-00-0 NN2000000 - Nonproliferation And Verification Research And D		185,541.59	0.00	0.00	0.00	185,541.59
NN-40-00-00-0 NN4000000 - Nonproliferation and International Security		3,132,223.83	0.00	0.00	0.00	3,132,223.83
NN-50-00-00-0 NN5000000 - International Nuclear Materials Protection and C		1,418,154.02	0.00	0.00	0.00	1,418,154.02
NN-90-00-00-0 NN9000000		9,621,485.98	(1,792,062.00)	0.00	(1,792,062.00)	7,829,423.98
89X0309 2009 Defense Nuclear Nonproliferation						
NN-20-00-00-0 NN2000000 - Nonproliferation And Verification Research And D		0.00	1,316,828.00	0.00	1,316,828.00	1,316,828.00
NN-40-00-00-0 NN4000000 - Nonproliferation and International Security		0.00	2,174,274.00	0.00	2,174,274.00	2,174,274.00
NN-50-00-00-0 NN5000000 - International Nuclear Materials Protection and C		0.00	973,526.00	0.00	973,526.00	973,526.00
NN-90-00-00-0 NN9000000		0.00	22,485,936.00	0.00	22,485,936.00	22,485,936.00
89X0313 2006 Office of the Administrator						
AD PS-00-00-00-0 PS0000000 - Program Direction - National Nuclear Security Ad		4,655.95	0.00	0.00	0.00	4,655.95
89X0313 2007 Office of the Administrator						
PS-00-00-00-0 PS0000000 - Program Direction - National Nuclear Security Ad		35,000.00	0.00	0.00	0.00	35,000.00
89X0313 2008 Office of the Administrator						
PS-00-00-00-0 PS0000000 - Program Direction - National Nuclear Security Ad		20,000.00	0.00	0.00	0.00	20,000.00
89X0314 2008 Naval Reactors						
NR AJ-05-00-00-0 AJ0500000 - Naval Reactors Development		1,974.88	0.00	0.00	0.00	1,974.88
89X0315 2005 Uranium Facilities Maintenance and Remediatio						
LX EZ-06-00-00-0 EZ0600000 - Non-Defense Site Acceleration Completion - 2006		3,775.93	0.00	0.00	0.00	3,775.93
89X0315 2006 Uranium Facilities Maintenance and Remediatio						
EZ-50-58-00-0 EZ5058000		269.19	0.00	0.00	0.00	269.19
89X0315 2007 Uranium Facilities Maintenance and Remediatio						
EZ-50-58-00-0 EZ5058000		9,293,417.53	0.00	0.00	0.00	9,293,417.53
89X0315 2008 Uranium Facilities Maintenance and Remediatio						
EZ-50-58-00-0 EZ5058000		86,866.51	0.00	0.00	0.00	86,866.51
89X0315 2009 Uranium Facilities Maintenance and Remediatio						
EZ-50-58-00-0 EZ5058000		0.00	186,125.00	0.00	186,125.00	186,125.00
89X0318 2008 Electricity Delivery and Energy Reliability						
EN TD-50-01-00-0 TD5001000		289,917.71	0.00	0.00	0.00	289,917.71
TD-50-08-00-0 TD5008000		73,228.47	0.00	0.00	0.00	73,228.47
TD-54-01-00-0 TD5401000		511,358.32	0.00	0.00	0.00	511,358.32

CHICAGO OPERATIONS OFFICE
FY 2009 APPROVED FUNDING PROGRAM NO. 10
CH Argonne National Laboratory - CONTRACT NO: CH11357
HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR		BUDGET REFERENCE NUMBER		BEGINNING UNCOSTED OBLIGATIONS	PREVIOUS	NEW BA CHANGE	REVISED	TOTAL AVAILABLE
89X0318	2009	Electricity Delivery and Energy Reliability		0.00	385,175.00	0.00	385,175.00	385,175.00
BN	TD-50-01-00-0		TD5001000	0.00	74,550.00	0.00	74,550.00	74,550.00
	TD-50-08-00-0		TD5008000	0.00	44,730.00	0.00	44,730.00	44,730.00
	TD-54-01-00-0		TD5401000					
89X0319	2008	Nuclear Energy		8,511.60	0.00	0.00	0.00	8,511.60
CN	AF-01-10-00-0		AF0110000 - Space and Defense Nuclear Power Systems Infrastr	1,570,877.84	0.00	0.00	0.00	1,570,877.84
	AF-36-00-00-0		AF3600000 - Generation IV Nuclear Energy Systems Initiative	32,257.63	0.00	0.00	0.00	32,257.63
	AF-38-00-00-0		AF3800000 - Nuclear Hydrogen Initiative (NHI)	4,553,602.92	0.00	0.00	0.00	4,553,602.92
	AF-58-00-00-0		AF5800000 - Advanced Fuel Cycle Initiative (AFCI)					
89X0319	2009	Nuclear Energy		0.00	357,517.00	0.00	357,517.00	357,517.00
	AF-01-10-00-0		AF0110000 - Space and Defense Nuclear Power Systems Infrastr	0.00	245,740.00	0.00	245,740.00	245,740.00
	AF-36-00-00-0		AF3600000 - Generation IV Nuclear Energy Systems Initiative	0.00	198,255.00	0.00	198,255.00	198,255.00
	AF-38-00-00-0		AF3800000 - Nuclear Hydrogen Initiative (NHI)	0.00	5,770,156.00	0.00	5,770,156.00	5,770,156.00
	AF-58-00-00-0		AF5800000 - Advanced Fuel Cycle Initiative (AFCI)					
89X0321	2007	Energy Efficiency and Renewable Energy		100,000.00	0.00	0.00	0.00	100,000.00
ZA	EB-42-00-00-0		EB4200000 - Hydrogen Research R&D					
89X0321	2008	Energy Efficiency & Renewable Energy, Reimbur		20,417,656.61	0.00	0.00	0.00	20,417,656.61
3Z	40-00-00-00-0		400000000 - Cost Of Reimbursable Work And Cooperative Work -	4,710,058.01	(694,840.98)	0.00	(694,840.98)	4,015,217.03
2Z	60-00-00-00-0		600000000 - Cost Of Reimbursable And Cooperative Work - Non-	62,135.24	0.00	0.00	0.00	62,135.24
1Z	65-00-00-00-0		650000000 - Use Of Third-Party Receipts From Technology Tran	1,917,225.74	0.00	0.00	0.00	1,917,225.74
ZA	BM-01-00-00-0		BM0100000 - Biomass/Biofuels Energy Systems	884,717.80	0.00	0.00	0.00	884,717.80
	EB-21-00-00-0		EB2100000 - Solar Energy	250,365.84	0.00	0.00	0.00	250,365.84
	EB-25-00-00-0		EB2500000 - Wind Energy Systems	45,382.00	0.00	0.00	0.00	45,382.00
	EB-40-00-00-0		EB4000000 - Geothermal	5,252,171.22	0.00	0.00	0.00	5,252,171.22
	EB-42-00-00-0		EB4200000 - Hydrogen Research R&D	182,514.21	0.00	0.00	0.00	182,514.21
	EB-57-00-00-0		EB5700000	1,368,283.68	0.00	0.00	0.00	1,368,283.68
	ED-00-00-00-0		ED0000000 - Industry Sector - Total	10,547,661.17	0.00	0.00	0.00	10,547,661.17
	VT-00-00-00-0		VT0000000 - Vehicle Technologies					
89X0321	2009	Energy Efficiency and Renewable Energy		0.00	1,380,972.00	0.00	1,380,972.00	1,380,972.00
BM	01-00-00-00-0		BM0100000 - Biomass/Biofuels Energy Systems	0.00	5,041.00	0.00	5,041.00	5,041.00
BT	00-00-00-00-0		BT0000000 - Building Technologies	0.00	611,618.00	0.00	611,618.00	611,618.00
EB	21-00-00-00-0		EB2100000 - Solar Energy	0.00	252,100.00	0.00	252,100.00	252,100.00
	EB-25-00-00-0		EB2500000 - Wind Energy Systems	0.00	898.00	0.00	898.00	898.00
	EB-40-00-00-0		EB4000000 - Geothermal	0.00	4,963,890.00	0.00	4,963,890.00	4,963,890.00
	EB-42-00-00-0		EB4200000 - Hydrogen Research R&D	0.00	2,482.00	0.00	2,482.00	2,482.00
	EB-45-00-00-0		EB4500000, Water Power Energy R&D	0.00	76,638.00	0.00	76,638.00	76,638.00
	EB-57-00-00-0		EB5700000	0.00	511,987.00	0.00	511,987.00	511,987.00
	ED-00-00-00-0		ED0000000 - Industry Sector - Total	0.00	14,595,034.00	0.00	14,595,034.00	14,595,034.00
	VT-00-00-00-0		VT0000000 - Vehicle Technologies					

CHICAGO OPERATIONS OFFICE
 FY 2009 APPROVED FUNDING PROGRAM NO. 10
 CH Argonne National Laboratory - CONTRACT NO: CH11357
 HQ B&R CONTROL SUMMARY

APPROPRIATION YEAR PT HQ B&R CONTROL BUDGET REFERENCE NUMBER		BUDGET AUTHORITY (BA)				TOTAL AVAILABLE
		BEGINNING UNCOMMITTED OBLIGATIONS	PREVIOUS	NEW BA CHANGE	REVISED	
89X4180	2008 Isotope Production and Distribution Fund VE ST-00-00-00-0 ST0000000 - Isotope Production And Distribution Program	47.90	0.00	0.00	0.00	47.90
89X5227	2005 Nuclear Waste Fund WD DF-00-00-00-0 DF0000000 - Waste Management System	127,913.04	0.00	0.00	0.00	127,913.04
89X8575	2005 Advances for Co-Sponsored Proje 4A AF-20-00-00-0 AF2000000 - Advanced Reactor R&D	652.65	0.00	0.00	0.00	652.65