

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   43
2. AMENDMENT/MODIFICATION NO. 248	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008591	5. PROJECT NO. (if applicable)
6. ISSUED BY Argonne Site Office U.S. Department of Energy Argonne Site Office 9800 South Cass Avenue Argonne IL 60439	CODE 06004	7. ADMINISTERED BY (if other than Item 6) Argonne Site Office U.S. Department of Energy Argonne Site Office 9800 South Cass Avenue Argonne IL 60439	CODE 06004
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UCHICAGO ARGONNE, LLC Attn: Dr. Donald Levy 5801 SOUTH ELLIS AVENUE, ADM. 503 CHICAGO IL 606375418		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 624449968		FACILITY CODE	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-06CH11357	
		10B. DATED (SEE ITEM 13) 07/31/2006	

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 to this Modification

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
	D. OTHER (Specify type of modification and authority)

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

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

See Page 2.  
FOB: Destination  
Period of Performance: 10/01/2006 to 09/30/2011

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

15A. NAME AND TITLE OF SIGNER (Type or print) DONALD H. LEVY, VP, OVPRL	15B. CONTRACTOR/OFFEROR A-H-4m (Signature of person authorized to sign)	15C. DATE SIGNED 8.11.10	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin E. Palmer	16B. UNITED STATES OF AMERICA K. S. Palmer (Signature of Contracting Officer)	16C. DATE SIGNED 8/11/10
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**14. DESCRIPTION OF AMENDMENT/MODIFICATION, continued.**

This modification is issued to update the following contract Sections: 1) Part II, Section I – Contract Clauses Table of Contents; 2) Part II, Section I – Contract Clauses; and 3) Part III, Section J – List of Attachments, Appendices A and I, as follows:

**A. PART II, SECTION I, CONTRACT CLAUSES, is revised as follows:**

1. In Section I, Contract Clauses, Table of Contents, attached hereto and made a part hereof, the following clause title substitutions are made:
  - (a) "Clause No. I.8A, FAR 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)" is substituted for "Clause No. I.8A, FAR 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)".
  - (b) "Clause No. I.8C, FAR 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010)" is substituted for "Clause No. I.8C FAR 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009)".
  - (c) "Clause No. I.10B, FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)" is hereby added to Section I, Contract Clauses, Table of Contents.
  - (d) "Clause No. I.10C, FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010)" is substituted for "Clause No. I.10B, FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)", and the alphanumeric clause designation is revised as highlighted.
  - (e) "Clause No. I.21, FAR 52.219-9, Small Business Subcontracting Plan (JUL 2010)" is substituted for "Clause No. I.21, FAR 52.219-9, Small Business Subcontracting Plan (APR 2008)".
  - (f) "Clause No. I.63, FAR 52.244-6, Subcontracts for Commercial Items (JUN 2010)" is substituted for "Clause No. I.63, FAR 52.244-6, Subcontracts for Commercial Items (DEC 2009)".
2. In Section I, Contract Clauses, the following clause substitutions are made:
  - (a) "Clause No. I.8A, FAR 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)", attached hereto and made a part hereof, is substituted for "Clause No. I.8A, FAR 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)", previously incorporated into the contract by Modification No. M037;

- (b) "Clause No. I.8C, FAR 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010)" attached hereto and made a part hereof, is substituted for "Clause No. I.8C FAR 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009)" previously incorporated into the contract by Modification No. A043.
- (c) "Clause No. I.10B, FAR 52-204-10, Reporting Executive Compensation and First Tier Subcontract Awards (JUL 2010)" is attached hereto and made a part hereof.
- (d) "Clause No. I.10C, FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010)" attached hereto and made a part hereof, is substituted for "Clause No. I.10B, FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)", previously incorporated into the contract by Modification No. A043.
- (e) "Clause No. I.21, FAR 52.219-9, Small Business Subcontracting Plan (JUL 2010)" attached hereto and made a part hereof, is substituted for "Clause No. I.21, FAR 52.219-9, Small Business Subcontracting Plan (APR 2008)", previously incorporated into the contract by Modification No. M078.
- (f) "Clause No. I.63, FAR 52.244-6, Subcontracts for Commercial Items (APR 2010)", attached hereto and made a part hereof, is substituted for "Clause No. I.63, FAR 52.244-5, Subcontracts for Commercial Items (DEC 2009)", previously incorporated into the contract by Modification No. M140.

**B. PART III, SECTION J, LIST OF APPENDICES, is revised as follows:**

1. In Attachment No. J.1, Appendix A – Advance Understandings on Human Resources, Section X, Costs of Recruiting Personnel, paragraph (a), the following supplemental subparagraph is hereby incorporated:
  - "5. The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or an external organization. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits [i.e., vacation accruals, vesting, or severance – unless severance has been paid for prior service as indicated in Contract Clause No. H.22 (b)(9)] in accordance with the contractor's policies. Service credit authorization requires Human Resources director approval and shall be reported annually to the Contracting Officer."
2. Attachment No. J.9, Appendix I – DOE Directives/List B, attached hereto and made a part hereof, is substituted for Attachment No. J.9, Appendix I – DOE Directives/List B, previously incorporated into the contract by Modification No. M140.

**C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**END OF MODIFICATION**

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CONTRACT CLAUSES

CLAUSE I.8A – FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
  - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
  - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from—
  - (i) Conducting an internal investigation; or
  - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

**SECTION I**

**CONTRACT CLAUSES (continued)**

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
  - (i) Have a written code of business ethics and conduct; and
  - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
- (2) The Contractor shall—
  - (i) Exercise due diligence to prevent and detect criminal conduct; and
  - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (3)
  - (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
    - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
    - (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
  - (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
- (1) An ongoing business ethics awareness and compliance program.
    - (i) This program shall include reasonable steps to communicate periodically and in a practical manner, the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
    - (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
  - (2) An internal control system.
    - (i) The Contractor's internal control system shall—
      - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
      - (B) Ensure corrective measures are promptly instituted and carried out.
    - (ii) At a minimum, the Contractor's internal control system shall provide for the following:

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**CONTRACT CLAUSES (continued)**

- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
  - (1) Monitoring and auditing to detect criminal conduct;
  - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
  - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any

**SECTION I**

**CONTRACT CLAUSES (continued)**

Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

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**CONTRACT CLAUSES (continued)**

- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

**CLAUSE I.8C – FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5 (Recovery Act)).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

(End of clause)

**CLAUSE I.10B – FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**

- (a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*

SECTION I

CONTRACT CLAUSES (continued)

- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
  - (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c)
- (1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)
    - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
    - (ii) Name of the subcontractor.
    - (iii) Amount of the subcontract award.

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**CONTRACT CLAUSES (continued)**

- (iv) Date of the subcontract award.
  - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (vi) Subcontract number (the subcontract number assigned by the Contractor).
  - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine digit zip code and congressional district.
  - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (ix) The prime contract number, and order number if applicable.
  - (x) Awarding agency name and code.
  - (xi) Funding agency name and code.
  - (xii) Government contracting office code.
  - (xiii) Treasury account symbol (TAS) as reported in FPDS.
  - (xiv) The applicable North American Industry Classification System code (NAICS).
- (2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (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 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—
  - (i) In the subcontractor's preceding fiscal year, the subcontractor received—
    - (A) 80 percent or more of its annual gross revenues from 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 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (d)
  - (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

SECTION I

CONTRACT CLAUSES (continued)

- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.
- (e) Phase-in of reporting of subcontracts of \$25,000 or more.
- (1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.
  - (2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.
  - (3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

CLAUSE I.10C - FAR 52.204-11 - AMERICAN RECOVERY AND REINVESTMENT ACT--  
REPORTING REQUIREMENTS (JUL 2010)

- (a) Definitions. For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation, etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <Http://www.FederalReporting.gov>.
- (b) This contract requires the Contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each Contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10<sup>th</sup> day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10<sup>th</sup> day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10<sup>th</sup> day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

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**CONTRACT CLAUSES (continued)**

- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
  - (2) The amount of Recovery Act funds invoiced by the Contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in this calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
  - (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
  - (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier Subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide-
    - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
    - (ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).
  - (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if--

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (i) In the Contractor's preceding fiscal year, the Contractor received--
  - (A) 80 percent or more of its annual gross revenues from 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.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a Subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the Subcontractor to provide the information described in (d)(10)(i), (ix), (x), (xi) and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the Subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
  - (i) Unique identifier (DUNS Number) for the Subcontractor receiving the award and for the Subcontractor's parent company, if the Subcontractor has a parent company.
  - (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 (NAICS) code.

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime Contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the Subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if--
  - (A) In the Subcontractor's preceding fiscal year, the Subcontractor received--
    - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (B) 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.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Subcontractor's workforce. At a minimum, the Subcontractor shall provide --
  - (A) the terms used are widely understood and describe the general nature of the work; and

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CONTRACT CLAUSES (continued)

- (B) An estimate of the number of jobs created and jobs retained by the Subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(End of clause)

CLAUSE I.21 – FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2010)

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Government-wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau,

Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

**SECTION I**

**CONTRACT CLAUSES (continued)**

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror’s subcontracting plan shall include the following:
  - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:
    - (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or

**SECTION I**

**CONTRACT CLAUSES (continued)**

Small Business Administration certification status of the ANC or Indian tribe.

- (ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
  - (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
    - (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
    - (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
    - (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of—
  - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-

**SECTION I**

**CONTRACT CLAUSES (continued)**

- owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
  - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
  - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small

**SECTION I**

**CONTRACT CLAUSES (continued)**

business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
  - (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
- (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the

SECTION I

CONTRACT CLAUSES (continued)

Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.
- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.
- (k) The failure of the Contractor or subcontractor to comply in good faith with—
  - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.
  - (1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

**SECTION I**

**CONTRACT CLAUSES (continued)**

- (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
  - (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
  - (iii) The authority to acknowledge receipt or reject the ISR resides—
    - (A) In the case of the prime Contractor, with the Contracting Officer; and
    - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
- (2) SSR. (i) Reports submitted under individual contract plans—
- (A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
  - (B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
  - (C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime

**SECTION I**

**CONTRACT CLAUSES (continued)**

Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

- (D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.
  - (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
  - (F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.
- (ii) Reports submitted under a commercial plan—
- (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
  - (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
  - (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
  - (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.
- (iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by

SECTION I

CONTRACT CLAUSES (continued)

North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the yearend SSR is submitted, the prime Contractor and/or subcontractor shall submit the

Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

CLAUSE I.63 – FAR 52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS (JUN 2010)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

SECTION I

CONTRACT CLAUSES (continued)

- (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (vii) [Reserved]
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

DOE Directives/List B

NUMBER	DATE	TITLE
O 110.3A	01/25/07	Conference Management
O 130.1	09/29/95	Budget Formulation Process (extended by DOE N 251.45)
O 142.1	01/13/04	Classified Visits Involving Foreign Nationals
O 142.2A	12/15/06	Voluntary Offer Safeguards Agreement and Protocol with the International Atomic Energy Agency
M 142.2-1	09/04/08	Manual for the Voluntary Offer Safeguards Agreement and Protocol with the International Atomic Energy Agency
O 142.3	06/18/04	Unclassified Foreign Visits and Assignments
Chg. 1	02/28/08	
O 150.1	05/08/08	Continuity Programs
O 151.1C	11/02/05	Comprehensive Emergency Management System
O 153.1	06/27/07	Departmental Radiological Emergency Responses Assets
O 200.1A	12/23/08	Information Management Program
O 205.1A	12/04/06	Department of Energy Cyber Security Management Program
M 205.1-3	04/17/06	Telecommunications Security Manual
M 205.1-4	03/08/07	National Security System Manual
M 205.1-5 Admin. Chg. 1	08/12/08	Cyber Security Process Requirement Manual
M 205.1-6 Admin. Chg.1	12/23/08	Media Sanitization Manual
M 205.1-7 Admin. Chg. 1	01/05/09	Unclassified Information Systems Manual
M 205.1-8 Admin. Chg. 1	01/08/09	Cyber Security Incident Management Manual
N 206.4	06/29/07	Personal Identity Verification, extended by N 251.74, dated 11/24/08
O 206.1	01/16/09	Department of Energy Privacy Program
O 210.2	06/12/06	DOE Corporate Operating Experience Program
O 221.1A	04/19/08	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
O 221.2A	02/25/08	Cooperation with the Office of Inspector General
O 225.1A	11/26/97	Accident Investigation
O 226.1A	07/31/07	Implementation of Department of Energy Oversight Policy
O 231.1A	08/19/03	Environment Safety & Health Reporting
Chg. 1	06/03/04	
M 231.1-1A Chg. 2	03/19/04	Environment Safety & Health Reporting Manual
M 231.1-2	08/19/03	Occurrence Reporting and Processing of Operations Information Manual
O 241.1A Chg. 1	04/09/01 10/14/03	Scientific and Technical Information Management
O 243.1	02/03/06	Records Management Program
O 243.2	02/02/06	Vital Records

DOE Directives/List B

NUMBER	DATE	TITLE
N 251.86	06/23/10	Reporting of Radioactive Sealed Sources
O 252.1	11/19/99	Technical Standards Program
O 313.1	11/19/09	Management and Funding of Department's Overseas Presence
O 341.1A	10/18/07	Federal Employee Health Services
O 350.1 Chg.1 Chg.2 Chg.3	09/30/96 05/08/98 11/22/09 02/23/10	Contractor Human Resource Management Programs (Except as otherwise modified in Appendix A of this Contract)
O 350.2A	10/29/03	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area
O 410.2	08/17/09	Management of Nuclear Materials
O 412.1A	04/21/05	Work Authorization System
O 413.1B	10/28/08	Internal Control Program
O 413.2B	04/19/06	Laboratory Directed Research and Development
O 413.3A Chg. 1	07/28/06 11/17/08	Program and Project Management of the Acquisition of Capital Assets
O 414.1C	06/17/05	Quality Assurance
O 420.1B Chg. 1	12/22/05 04/19/10	Facility Safety
O 420.2B	07/23/04	Safety of Accelerator Facilities
O 422.1	06/29/10	Conduct of Operations
O 425.1D	04/16/10	Startup and Restart of Nuclear Facilities
O 426.2	04/21/10	Personnel Selection, Qualification and Training Requirements for DOE Nuclear Facilities
O 430.1B Chg. 1	09/24/03 02/08/08	Real Property Asset Management
O 430.2B	02/27/08	Departmental Energy, Renewable Energy and Transportation Management
O 433.1B	04/21/10	Maintenance Management Program for DOE Nuclear Facilities
O 435.1 Chg. 1	07/09/99 08/28/01	Radioactive Waste Management
M 435.1-1 Chg. 1	06/19/01	Radioactive Waste Management Manual
M 440.1-1A	01/09/06	DOE Explosives Safety Manual
O 440.2B Chg. 1	11/27/02 11/19/06	Aviation Management and Safety
M 441.1-1	03/07/08	Nuclear Material Packaging Manual
O 442.1A	06/06/01	Department of Energy Employee Concerns Program
M 442.1-1	11/16/06	Differing Professional Opinions Manual for Technical Issues
O 443.1A	12/20/07	Protection of Human Subjects
O 450.1A	06/04/08	Environmental Protection Program
M 450.4-1	11/01/06	Integrated Safety Management System Manual
N 456.1	01/05/09	The Safe Handling of Unbound Engineered Nanoparticles, extended by N 251.79, dated 04/19/10
O 460.1C	05/14/10	Packaging and Transportation Safety

DOE Directives/List B

NUMBER	DATE	TITLE
O 460.2A	12/22/04	Departmental Materials Transportation and Packaging Management
M 460.2-1A	06/04/08	Radioactive Material Transportation Practices Manual
O 462.1	11/10/08	Import and Export of Category 1 and 2 Radioactive Sources and Aggregated Quantities
O 470.2B	10/31/02	Independent Oversight and Performance Assurance Program
O 470.3B	08/12/08	Graded Security Protection (GSP) Policy
M 470.4-1 Chg. 1	08/26/05 03/07/06	Safeguards and Security Program Planning and Management
M 470.4-2A	07/23/09	Physical Protection
M 470.4-3A	11/05/08	Contractor Protective Force
M 470.4-4A	01/16/09	Information Security
M 470.4-5	08/26/05	Personnel Security
M 470.4-6	08/26/06	Nuclear Material Control and Accountability
O 471.1B	03/01/10	Identification and Protection of Unclassified Controlled Nuclear Information
O 471.3	04/09/03	Identifying and Protecting Official Use Only Information
M 471.3-1	04/09/03	Manual for Identifying and Protecting Official Use Only Information
O 475.1	12/10/04	Counterintelligence Program
O 475.2	08/28/07	Identifying Classified Information
M 475.1-1B	08/28/07	Manual for Identifying Classified Information
M 481.1-1A Chg. 1	09/28/01	Reimbursable Work for Non-Federal Sponsors Process Manual
O 482.1	01/12/01	DOE Facilities Technology Partnering Programs
O 483.1	01/12/01	DOE Cooperative Research and Development Agreements
O 484.1	08/17/06	Reimbursable Work for Department of Homeland Security
O 522.1	11/03/04	Pricing of Departmental Materials & Services
O 534.1B	01/06/03	Accounting
O 551.1C	06/24/08	Official Foreign Travel
O 580.1 Chg. 1	12/07/05 05/08/08	DOE Personal Property Management Program
O 1340.1B	01/07/93	Management of Public Communications, Publications, and Scientific, Technical, and Engineering Publications
O 1450.4	11/12/92	Consensual Listening-In To or Recording Telephone/Radio Conversations
O 5400.5* Chg. 1 Chg. 2	02/08/90 06/05/90 01/07/93	Radiation Protection of the Public and the Environment
O 5480.30 Chg. 1	01/19/93 03/14/01	Nuclear Reactor Safety Design Criteria
O 5610.2 Chg. 1	08/01/80 09/02/86	Control of Weapon Data

\* Parts cancelled by new Orders

Note: Additional Manuals may apply