

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. M104		3. EFFECTIVE DATE 12/03/03	4. REQUISITION/PURCHASE REQ. NO. 02-04CH10886.003	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, IL 60439		CODE	7. ADMINISTERED BY (if other than Item 6) U.S. Department of Energy Brookhaven Area Office 53 Bell Avenue, Building 464 Upton, NY 11973		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Brookhaven Science Associates, LLC Brookhaven National Laboratory, Building 460 P.O. Box 5000, Upton, NY 11973			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-98CH10886	
				10B. DATED (SEE ITEM 11) 12/03/03	
CODE N/A	FACILITY CODE N/A				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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 your 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)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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).				
<b>X</b>	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 <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Replace with updated versions of Clauses H.21, H.22, I.8, I.20, I.25, I.29, I.30A, I.33, I.34, I.35, I.52, I.69, I.104, Add Clause I.9B, Central Contractor Registration, FAR 52.204-7 and add Clause I.88A, DOE Motor Vehicle Fleet Fuel Efficiency, DEAR 970.5223.5; Replacement of Attachment J.8, Appendix H, FY04 Small Business Subcontracting Plan; Replacement of Attachment J.9, Appendix I, DOE Directives.					
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) Brian A. SacR, Chief Financial Officer			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert P. Gordon, Contracting Officer Brookhaven Area Office		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 12/3/03	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 12-5-03

**MODIFICATION NO. M104**

CONTRACTOR AND ADDRESS: Brookhaven Science Associates, LLC  
Brookhaven National Laboratory  
Upton, NY 11973

MODIFICATION FOR: Replacement of Clause H.21, Option to Extend the Term of the Contract (Month and Year TBD); Clause H.22, Option; I.8, Limitation on Payments to Influence Certain Federal Transactions; Replacement of Clause I.20, Convict Labor; Replacement of Clause I.25, Notification of Visa Denial; Replacement of Clause I.29, Pollution Prevention and Right-to-Know Information, Alternate I; Replacement of Clause I.30A, Toxic Chemical Release Reporting; Replacement of Clause I.33, Buy American Act – Supplies; Replacement of Clause I.34, Buy American Act – Construction Materials; Replacement of Clause I.35, Restrictions on Certain Foreign Purchases; Replacement of Clause I.52, Preference of U.S.-Flag Air Carriers; Revision to Clause I.69, Key Personnel; Recognition of previous obligation increases; Revision to Clause I.104, Obligation of Funds; Add Clause I.9B, Central Contractor Registration, FAR 52.204-7 and Clause I.88A, DOE Motor Vehicle Fleet Fuel Efficiency, DEAR 970.5223.5; Replacement of Attachment J.8, Appendix H, FY04 Small Business Subcontracting Plan; Replacement of Attachment J.9, Appendix I, DOE Directives

PRIOR OBLIGATION:		\$ 2,495,492,585.94
INCREASE IN MODS A099 - A103	A099	12,243,918.46
	A100	15,234,593.01
	A101	15,849,474.97
	A102	28,003,662.46
	A103	30,772,748.32
INCREASE IN THIS MODIFICATION		<u>-0-</u>
CURRENT TOTAL OBLIGATION:		\$ 2,597,596,983.16

THIS MODIFICATION, effective the 3rd day of December 2003, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and BROOKHAVEN SCIENCE ASSOCIATES, LLC (hereinafter referred to as the "Contractor"),

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into Contract No. DE-AC02-98CH10886 on the 5th day of January 1998, for the operation of the Brookhaven National Laboratory; and

WHEREAS, said contract has been modified previously, and the parties desire to modify said contract further, as hereinafter provided; and

WHEREAS, this modification is authorized by law, including 41 U.S.C. 252(c)(15), P.L. 95-91 and other applicable law;

NOW, THEREFORE, said contract, as modified previously, is hereby further modified as follows:

- 1. Clause H.21 – OPTION TO EXTEND THE TERM OF THE CONTRACT (Month and Year TBD):** Delete Clause H.21, Option to Extend the Term of the Contract (Month and Year TBD), in its entirety and replace with the attached updated revision, H.21, Option to Extend the Term of the Contract (Month and Year TBD).
- 2. Clause H.22 – OPTION:** Delete Clause H.22, Option, in its entirety and replace with the attached updated revision, H.22, Option.
- 3. Clause I.8 - LIMITATION OF PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS:** Delete 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JUNE 1997) in its entirety and replace with the attached updated revision of 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JUNE 2003).
- 4. Clause I.9B – Central Contractor Registration, FAR 52.204-7:** Add new Clause I.9B, Central Contractor Registration, FAR 52.204-7 with its Alternate I (OCT 2003).
- 5. Clause I.20 - CONVICT LABOR:** Delete 52.222-3, Convict Labor (AUG 1996) in its entirety and replace with the attached updated revision of 52.222-3, Convict Labor (JUNE 2003).

6. **Clause I.25 - NOTIFICATION OF VISA DENIAL:** Delete 52.222-29, Notification of Visa Denial (FEB 1999) in its entirety and replace with the attached updated revision of 52.222-29, Notification of Visa Denial (JUNE 2003).
7. **Clause I.29 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION:** Delete 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) in its entirety and replace with the attached updated revision of 52.223-5, Pollution Prevention and Right-to-Know Information, Alternate I (AUG 2003).
8. **Clause I.30A - TOXIC CHEMICAL RELEASE REPORTING:** Delete 52.223-14, Toxic Chemical Release Reporting (OCT 2000) in its entirety and replace with the attached updated revision of 52.223-14, Toxic Chemical Release Reporting (AUG 2003).
9. **Clause I.33 – BUY AMERICAN ACT – SUPPLIES:** Delete 52.225-1, Buy American Act – Supplies (MAY 2002) in its entirety and replace with the attached updated revision of 52.225-1, Buy American Act – Supplies (JUNE 2003).
10. **Clause I.34 – BUY AMERICAN ACT – CONSTRUCTION MATERIALS:** Delete 52.225-9, Buy American Act - Construction Materials (May 2002) in its entirety and replace with the attached updated revision of 52.225-9, Buy American Act – Construction Materials (JUNE 2003).
11. **Clause I.35 – RESTRICTIONS ON CERTAIN FOREIGN PURCHASES:** Delete 52.225-13, Restrictions on Certain Foreign Purchases (JULY 2000) in its entirety and replace with the attached updated revision of 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003).
12. **Clause I.52 – PREFERENCE FOR U.S.-FLAG AIR CARRIERS:** Delete 52.247-63, Preference for U.S.-Flag Air Carriers (JAN 1997) in its entirety and replace with the attached updated revision of 52.247-63, Preference for U.S.-Flag Air Carriers (JUNE 2003).
13. **Clause I.69 – KEY PERSONNEL:** Delete 952.215-70, Key Personnel (DEC 2000) in its entirety and replace with the attached updated revision of 952.215-70, Key Personnel (DEC 2000).
14. **Clause I.88A – DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY, DEAR 970.5223.5:** Add Clause I.88A, DOE Motor Vehicle Fleet Fuel Efficiency, DEAR 970.5223.5 (OCT 2003).
15. **Clause I.104 - OBLIGATION OF FUNDS:** The first sentence of paragraph (a) is revised to read as follows: "The amount presently obligated by the Government with respect to this contract is \$ 2,597,596,983.16."
16. **Attachment J.8, Appendix H – FY04 Small Business Subcontracting Plan** identified as Modification M098 is deleted in its entirety and replaced with the attached Appendix H, identified as Modification M104.

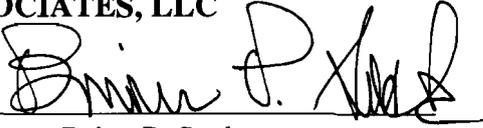
**17. Attachment J.9, Appendix I – DOE Directives:** DOE Directives identified as Modification M098 is deleted in its entirety and replaced with the attached Appendix I, identified as Modification M104.

IN WITNESS WHEREOF, the parties have executed this document.

**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY**

**BROOKHAVEN SCIENCE  
ASSOCIATES, LLC**

BY:   
Robert P. Gordon  
Contracting Officer  
(Title)

BY:   
Brian P. Sack  
Chief Financial Officer  
(Title)

DATE: 12 - 5 - 03

DATE: 12/3/03

**CLAUSE H.21 - OPTION TO EXTEND THE TERM OF THE CONTRACT (Month  
and Year TBD)**

- (a) The Department of Energy may unilaterally extend the term of this performance-based management contract by written notice to the Contractor prior to the expiration of the contract; provided, that the Department of Energy shall give the contractor a preliminary written notice of its intent to extend at least twelve (12) months before the basic term of the contract expires. The preliminary notice does not commit the Department of Energy to an extension.
- (b) The option(s) to extend the contract is identified in Clause H.22, Option, of the contract. The Department of Energy may exercise any, or all, of the options identified in the contract. The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 120 months.

**CLAUSE H.22 – OPTION**

DOE, at its sole discretion, has the option to extend this contract for an additional five years. Said option may be exercised in any combination of increments of at least one year in duration or, during fiscal year 2004 only, increments of at least ninety (90) days in duration. The decision whether or not to exercise the option will occur after an evaluation of Contractor performance of all work under this contract and the requirements of applicable statutes and regulations.

CLAUSE I.8 - 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
  - (i) *Agency and legislative liaison by own employees.*
    - (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
    - (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
    - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
  - (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-
    - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
    - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
    - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
  - (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) *Professional and technical services.*
- (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of-

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
  - (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is

rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under paragraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(1) of this

clause. An event that materially affects the accuracy of the information reported includes-

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
  - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

**CLAUSE I.20 - 52.222-3 CONVICT LABOR (JUN 2003)**

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons-
  - (1) On parole or probation to work at paid employment during the term of their sentence;
  - (2) Who have been pardoned or who have served their terms; or
  - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-
    - (i) The worker is paid or is in an approved work training program on a voluntary basis;
    - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
    - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
    - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
    - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**CLAUSE I.25 - 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)**

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

CLAUSE I.29 - 52.223-5 Pollution Prevention and Right-to-Know Information  
(Aug 2003) Alternate I

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

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

*Alternate I (Aug 2003).* As prescribed in 23.1005(b), add the following paragraph (c)(7) to the basic clause:

(c)(7) The environmental management system as described in Section  
401 of E.O. 13148.

**CLAUSE I.30A - 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if-
- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
    - (i) Major group code 10 (except 1011, 1081, and 1094).
    - (ii) Major group code 12 (except 1241).
    - (iii) Major group codes 20 through 39.
    - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
    - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

- (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt-
  - (1) The Contractor shall notify the Contracting Officer; and
  - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall-
    - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
    - (ii) Continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall-
  - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
  - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**CLAUSE I.33 - 52.225-1 BUY AMERICAN ACT-SUPPLIES (JUN 2003)**

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

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means-

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

Foreign end product" means an end product other than a domestic end product.

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

- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

CLAUSE I.34 - 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JUN 2003)

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

"Component" means an article, material, or supply incorporated directly into a construction material.

"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.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"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, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) 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"]*

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

- (1)
  - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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) Price;
    - (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)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (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 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 price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American 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 Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material			
<p><i>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i>  <i>[Include other applicable supporting information.]</i>  <i>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]</i></p>			

CLAUSE I.35 - 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN  
PURCHASES (JUN 2003)

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States and its outlying areas under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

CLAUSE I.52 - 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

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

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [*State reasons*]:

(End of statement)

- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

**CLAUSE I.69 - DEAR 952.215-70 KEY PERSONNEL (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

- (1) Notify the Contracting Officer reasonably in advance;
- (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
- (3) obtain the Contracting Officer's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

Dr. Praveen Chaudhari	Dr. Ralph James
Gregory Fess, J.D.	Dr. Peter Paul
Dr. Thomas Kirk	Leslie M. Hill
Dr. Brian P. Sack	James Tarpinian
Michael Bebon	Dr. Steven Dierker
Margaret Lynch	

**CLAUSE I.9B - 52.204-7 CENTRAL CONTRACTOR REGISTRATION  
ALTERNATE I (OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is

required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

CLAUSE I.88A- DEAR 970.5223-5 DOE MOTOR VEHICLE FLEET FUEL  
EFFIECIENCY (OCT 2003)

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of *Executive Order 13149, Greening the Government Through Federal Fleet and Transportation Efficiency*, and implementing guidance contained in the document entitled *U.S. Department of Energy Compliance Strategy for Executive Order 13149* (April 2001) and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 506 of Executive Order 13149 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

**PART I**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
H.1	LABORATORY FACILITIES	H-1
H.2	LONG-RANGE PLANNING, PROGRAM DEVELOPMENT AND BUDGETARY ADMINISTRATION	H-1
H.3	DEAR 970.70 - AGREEMENTS TO PERFORM NON DOE ACTIVITIES	H-2
H.4	COSTS ASSOCIATED WITH WHISTLEBLOWER ACTIONS	H-3
H.5	INTELLECTUAL AND SCIENTIFIC FREEDOM	H-5
H.6	CARE OF LABORATORY ANIMALS	H-5
H.7	PRIVACY ACT RECORDS	H-6
H.8	COST AVOIDANCE AND REDUCTION PROGRAMS	H-7
H.9	DEAR 970.2210 - SERVICE CONTRACT ACT OF 1965 (41 USC 351)	H-10
H.10	DEAR 970.2206 - WALSH-HEALY PUBLIC CONTRACTS ACT	H-10

<b>CLAUSE NO.</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
H.11	PROTECTION OF HUMAN SUBJECTS	H-10
H.12	SOURCE AND SPECIAL NUCLEAR MATERIAL	H-10
H.13	PERFORMANCE MEASURE REVIEW	H-11
H.14	USE OF OBJECTIVE STANDARDS OF PERFORMANCE, SELF ASSESSMENT AND PERFORMANCE EVALUATION	H-11
H.15	CAP ON LIABILITY	H-12
H.16	CONTRACTOR FUNDED TECHNOLOGY TRANSFER PROGRAM	H-13
H.17	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS	H-14
H.18	RESERVED	H-14
H.19	RESERVED	H-14
H.20	EXTERNAL REGULATION	H-15
H.21	OPTION TO EXTEND THE TERM OF THE CONTRACT (Month and Year TBD)	H-15
H.22	OPTION	H-15
H.23	INCORPORATION OF REVISED DEPARTMENTAL POLICIES AND PROCEDURES	H-15
H.24	GUARANTEE OF PERFORMANCE	H-16
H.25	ADVANCE UNDERSTANDINGS	H-16
H.26	TRANSFER OF RESPONSIBILITY	H-19

**U.S. Department of Energy**  
  
**and**  
  
**Brookhaven Science Associates, LLC**

**ATTACHMENT J.8**

**APPENDIX H**

**FY'04 – SMALL BUSINESS SUBCONTRACTING PLAN**

**Applicable to the Operation of  
The Brookhaven National Laboratory**

**Contract No. DE-AC02-98CH10886  
Modification No. M104**

**SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-  
DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL  
BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-  
OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN  
OUTLINE \***

**Identification Data**

Contractor: Brookhaven Science Associates, LLC

Address: Brookhaven National Laboratory  
Upton, New York 11973-5000

Contract Number: DE-AC02-98CH10886

Item/Service: Basic Research

Total Amount of Contract (Including Options): \$439,695,000

Period of Contract Performance (DAY, MO. & YR.) FY 2004

- \* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is Applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT," means any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies or services required for performance of the contract, contract modification, or subcontract.

1. **Type of Plan** (check one)

- Individual Contract Plan** - 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** - Master Plan means a subcontracting plan that contains all of 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.
- Commercial Plan** - 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). The contractor must provide a copy of the approved plan. **NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items.**

2. **Goals**

State separate dollar and percentage goals for 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, for the basic and each option year, as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract, is **\$ 105,793,000**.

(Note: Total procurement dollars are estimated at \$142,964,000. This includes \$37,171,000 procured from government, GOCOs, foreign and educational sources, resulting in a subcontracting plan base of \$105,793,000)

- B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"):

**\$ 58,186,000 and 55%**

- C. Total estimated dollar value and percent of planned subcontracting with small businesses: (% of "A"): **\$ 41,259,000 and 39%**

- D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of "A"):

**\$ 1,587,000 and 1.5% \***

- E. Total estimated dollar value and percent of planned subcontracting with service-disabled/veteran-owned small businesses (% of "A"):

**\$ 1,587,000 and 1.5% \***

- F. The total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"):

**\$ 3,173,000 and 3% \***

- G. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"):

**5,290,000 and 5% \*\***

- H. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"):

**\$ 5,290,000 and 5% \*\***

- I. Total estimated dollar value and percent of planned subcontracting with **LARGE BUSINESS** (% of "A"): **\$ 47,607,000 and 45%**

\* Statutory Requirement

\*\* A goal less than 5% must be fully documented prior to approval.

- J. Provide a description of the principal types of supplies and services to be subcontracted under this contract, and an indication of the types planned for subcontracting to (i.e., small business (SB), veteran/owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB).

(check all that apply)

<b>Subcontracted Supplies/ Service</b>	<b>SB</b>	<b>VOB</b>	<b>SDVOB</b>	<b>HUB</b>	<b>SDB</b>	<b>WOSB</b>	<b>LB</b>
<b>Architect/Engineer</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Construction</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	
<b>R &amp; D</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Services</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Materials/Supplies</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Electrical</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>IT (Computer)</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Equipment (major)</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>

(Attach additional sheets if necessary.)

K. A description of the method used to develop the subcontracting goals for small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns were determined-include any source lists used in the determination process).

**To develop these goals, the six small business categories were measured in terms of past annual procurement dollars awarded and the percentage of annual dollars purchased from these six types of small business concerns. The areas selected for award are based on BNL's current vendor base and directories consulted. Directories consulted include: SBA's PRO-Net, Directory of Minority and Woman-Owned Firms and Minority Owned High Tech Businesses, The National Minority Business Directory, Databases from other National Laboratories, the National Procurement Technical Assistance Centers, Black Women's Enterprises and contacts made at various other organizations.**

- L. Indirect costs **have not** been included in establishing the dollar and percentage subcontracting goals stated above.
- M. If indirect costs have been included, describe the method used to determine the proportionate share of such costs to be incurred with small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns. **Not Applicable**

3. **Program Administrator**

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: Jill Clough-Johnston

Title/Position: Small Business Liaison Officer

Address: Brookhaven National Laboratory  
Bldg 355  
Upton, New York 11973

Telephone: (631) 344-3173

**Duties:** Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are included on the services they are capable of providing;
- B. Developing and maintaining bidder's lists of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns within purchasing laws and regulations;
- E. Make arrangements for the utilization of various sources for the identification of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns such as the SBA's Procurement Marketing and Access Network (Pro-Net), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, Women Business Enterprise Council Vendor Information Service, and the facilities of local small business, small disadvantaged business (minority), women associations, and contact with Federal agencies' Small Business Program Managers;
- F. Overseeing the establishment and maintenance of contract and subcontract award records.

- G. Attending or arranging for the attendance of company counselors at Small Business Opportunity Workshops, Minority and Women Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc;
- H. Ensure small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;
- M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns participation, where possible.
- N. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns.
- O. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- P. Ensuring that historically Black colleges and universities and minority institutions shall be afforded maximum practicable opportunity (if applicable).

#### 4. Equitable Opportunity

The contractor agrees to ensure that small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

##### A. Outreach efforts to obtain sources:

- (i) Contacting small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB), trade associations (to the extent known, identify specific small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations).

**The SBLO is working with the Hauppauge Industrial Association (HIA) and the MacArthur Business Alliance.**

- (ii) Contacting small business development organizations (to the extent known, identify specific small business development organizations).

**The SBLO is working with the Stony Brook Small Business Development Center (SBDC), other SBDC offices on Long Island, and the Long Island Development Corporation (LIDC).**

- (iii) Attending small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) procurement conferences and trade fairs (to the extent known, identify specific procurement conferences and trade fairs and dates).

**The SBLO along with procurement staff and personnel from the BNL CEGPA directorate, as appropriate, will attend events such as the following:**

- **Annual DOE Small Business Conference**
- **Suffolk County Women’s Enterprise Coalition Meetings**
- **HIA Expo**
- **Government & Industry Advocates for Small Business Trade Fair**

- (iv) Potential sources will be requested from SBA's Pro-Net system and other electronic medium.
- (v) Utilizing newspaper and magazine ads to encourage new sources.

**B. Internal efforts to guide and encourage purchasing personnel:**

- (i) Presenting workshops, seminars, and training programs;
- (ii) Establishing, maintaining, and using small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) source lists, guides, and other data for soliciting subcontracts; and
- (iii) Monitoring activities to evaluate compliance with the subcontracting plan.

**C. Additional efforts:**

- **Continue to work closely with the on-site SBDC**
- **Attend DOE small business conferences**
- **Network with other M&O contractor SBLOs**
- **Sponsor expos for procurement staff and credit card holders to meet local small business in all categories**
- **Continue to participate in credit card training to explain the importance of BNL’s small business program**
- **Continue off-site speaking engagements on “How to Do Business with BNL”**
- **Continue to work closely with BNL’s CEGPA directorate on out-reach efforts**
- **Continue to counsel small disadvantaged and HUBZone businesses on the SBA certification process**

**5. Flow-Down clause**

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. The contractor will also require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (See FAR 19.708 (b)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

**6. Reporting and Cooperation**

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294, 295, and, if applicable, OF-312.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30
Oct 1 - Sep 30	OF-312	10/30

**7. Record Keeping**

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. If the prime contractor is not using SBA's Pro-Net system as its primary source for small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns, list the names of guides and other electronic data systems identifying such vendors;
- B. Organizations contacted in an attempt to locate small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small businesses were solicited, and if not, why not; (3) whether service-disabled/veteran-owned businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small businesses were solicited, and if not, why not; and (7) reason for failure of solicited small business, veteran-owned small business, service-disabled/veteran-owned small business, small disadvantaged business, women-owned small business, or HUBZone small business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with small disadvantaged business (minority), small business, veteran-owned small business, service-disabled/veteran-owned small business, women-owned small business, HUBZone small business trade associations, attendance at small business, small disadvantaged business (minority), service disabled and veteran-owned small business, women-owned small business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each sub-contractor. **(This item is not required for company or division-wide commercial plans.)**

- G. Additional records: Representations and Certifications for all new suppliers to substantiate their socio-economic status for reporting purposes.

This subcontracting plan was submitted by:

Signature: 

Typed Name: Brian P. Sack

Title: Assistant Laboratory Director  
for Finance and Administration

Date Prepared: October 20, 2003

Phone No.: (631) 344-3317

Approval:

Signature: 

Typed Name: Robert P. Gordon

Title: Contracting Officer

Date Prepared: 12-5-03

Phone No.: (631) 344-3346

**ATTACHMENT I**

To BNL FY04 Subcontracting Plan

A. The estimated total dollars available in the Laboratory's FY 2004 budget (based on current BNL budget projections) are as follows:

Operating Funds	\$394,623,000
Equipment Funds	\$22,922,000
General Plant Projects	\$6,180,000
Major Construction Projects	<u>\$15,970,000</u>
Total	\$439,695,000

B. The estimated total dollars available for procurement are as follows:

Operating Funds	\$119,149,000
Equipment Funds	\$14,765,000
General Plant Projects	\$2,986,000
Major Construction Projects	<u>\$6,064,000</u>
Total	\$142,964,000 (less \$37,171,000 from government, GOCO's foreign and universities for a subcontraction base of \$ 105,793,000)

C. Present indications are that the dollars available for Procurement next year may be broken down further into the following categories:

1	Operating Funds	
	a. Materials & Supplies	\$59,028,000
	b. Purchased Labor	\$44,899,000
	c. Stockroom	<u>\$15,222,000</u>
	Operating Subtotal	\$119,149,000
2	Equipment Funds	\$14,765,000
3	General Plant Projects	\$2,986,000
4	Major Construction Projects	<u>\$6,064,000</u>
	SubTotal	<u>\$23,815,000</u>
	Total	\$142,964,000 (less \$37,171,000 from government, GOCO's foreign and universities for a subcontraction base of \$ 105,793,000)

D. After reduction of purchases from government sources, GOCO's, foreign and universities with an approximate value of \$ 37,171,000, the Laboratory plans to place approximately 55% of its remaining procurement dollars (\$ 58,186,000) with small businesses, roughly as follows:

	<u>Dollars</u>	<u>Percent</u>
a. Socio-economically Disadvantaged Business	\$5,290,000	5.0%
b. Small Business	\$41,259,000	39.0%
c. Women Owned Small Business	\$5,290,000	5.0%
d. HUB-Zone Small Business	\$3,173,000	3.0%
e. Veteran Owned Small Business	\$1,587,000	1.5%
f. Disabled Veteran Owned Small Business	<u>\$1,587,000</u>	<u>1.5%</u>
Total	\$58,186,000	55.0%

**ATTACHMENT I (Con't)**

To BNL FY04 Subcontracting Plan

Page 2 of 2

- g. Records to support other outreach efforts: Contact with Disadvantaged (minority) and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.
- h. Records to support internal activities to guide and encourage buyers: Workshops, Seminars, Training programs, etc. Monitoring activities to evaluate compliance.
- i. On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontracts.

	<u>Prior Year Goals through 9/30/03</u>	<u>Prior Year Achievements through 9/30/03</u>
Total Subcontract dollars	\$115,300,000	\$108,708,417
Small Business dollars	\$63,415,000	\$62,610,576
Small Business percent	55%	57.6%
Small Disadvantaged dollars	\$5,765,000	\$4,480,242
Small Disadvantaged percent	5%	4.1%
Small Woman Owned dollars	\$5,765,000	\$9,138,721
Small Woman Owned percent	5%	8.4%
HUB-Zone dollars	\$3,459,000	\$1,719,455
HUB-Zone percent	3%	1.6%
Small Veteran Owned dollars	\$1,729,500	\$6,266,906
Small Veteran Owned percent	1.5%	5.8%
Small Disabled Veteran Owned dollars	\$1,729,500	\$3,641,653
Small Disabled Veteran Owned percent	1.5%	3.3%

Excludes purchases from government sources, GOCO's, foreign and universities which amounted to \$28,843,587

SB SUB PLAN for FY04 Atch I-F/clough-excel

Appendix I  
Modification No. M104  
Supplemental Agreement to  
Contract No. DE-AC02-98CH10886

**U.S. Department of Energy**  
**and**  
**Brookhaven Science Associates, LLC**

**ATTACHMENT J.9**

**APPENDIX I**

**DOE DIRECTIVES/LIST B**

**Applicable to the Operation of  
The Brookhaven National Laboratory**

**Contract No. DE-AC02-98CH10886  
Modification No. M104**

Appendix I  
Modification No. M104  
Supplemental Agreement to  
Contract No. DE-AC02-98CH10886

## **APPENDIX I**

### **DOE DIRECTIVES**

There is no List A to this Appendix.

List B to this Appendix contains two parts as follows:

**Part I: "Directives List"**

This section contains a list of Directives that are considered by DOE as applicable to the BNL contract.

**Part II: "Partial Deletions of Directives"**

This section contains a list of Directives that were accepted and implemented by the previous contractor but have subsequently been revised by DOE to remove certain sections.

**Appendix I - Part I**

**CRD=Contractor Requirements Document**

<b>DIRECTIVES LIST</b>		
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>
7/14/99	N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS
2/26/01	N 153.1	CONNECTIVITY TO ATMOSPHERIC RELEASE ADVISORY CAPABILITY
10/02/00	N 203.1	CRD - SOFTWARE QUALITY ASSURANCE (Extended until 12/31/01 by DOE N 251.40 dated 5/3/01)
11/1/99	N 205.2	CRD - FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS (Extended until 2/16/04 by DOE N 205.5 dated 2/14/03)
11/23/99	N 205.3	CRD - PASSWORD GENERATION, PROTECTION, AND USE (Extended until 2/16/04 by DOE N 205.5 dated 2/14/03)
3/18/02	N 205.4	CRD - HANDLING CYBER SECURITY ALERTS AND ADVISORIES AND REPORTING CYBER SECURITY INCIDENTS (Extended until 6/4/04 by DOE N 205.6 dated 6/4/03)
1/15/02	N 231.1	CRD - ENVIRONMENT, SAFETY, AND HEALTH REPORTING NOTICE (Extended until 1/15/04 by DOE N 231.2 dated 12/30/02)
9/30/95	N 441.1	RADIOLOGICAL PROTECTION FOR DOE ACTIVITIES (using ORNL/TM-11497 in lieu of Attachment 1)(Extended until 6/30/00 by DOE N 441.4 dated 11/20/98)
10/17/01	N 450.7	CRD - THE SAFE HANDLING, TRANSFER, AND RECEIPT OF BIOLOGICAL ETIOLOGIC AGENTS AT DOE FACILITIES (Extended until 06/30/04 by DOE N 450.12 dated 6/27/03)
12/15/00	N 470.2	CRD - REPORTING UNOFFICIAL FOREIGN TRAVEL (Extended until 12/31/01 by DOE N 251.40 dated 5/3/01)
4/13/01	N 471.3	CRD - REPORTING INCIDENTS OF SECURITY CONCERN (Extended until 7/8/04 by DOE N 251.54 dated 7/8/03)
5/26/00	N 473.4	CRD - DEPARTMENT OF ENERGY BADGES (Extended until 12/31/01 by DOE N 251.40 dated 5/3/01)
6/5/00	N 473.5	CRD - SECURITY AREA VOUCHING AND PIGGYBACKING (Extended until 12/31/01 by DOE N 251.40 dated 5/3/01)
10/26/00	N 473.7	CRD - EXPLOSIVE DETECTION PROGRAM (Extended until 12/31/01 by DOE N 251.40 dated 5/3/01)
8/7/02	N 473.8	CRD - SECURITY CONDITIONS (Extended until 7/8/04 by DOE N 251.54 dated 7/8/03)
4/21/03	N 481.1A	CRD - REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY
11/3/99	O 110.3	CRD - CONFERENCE MANAGEMENT
9/29/95	O 130.1	CRD - BUDGET FORMULATION PROCESS (Extended until 5/1/03 by DOE N 251.45 dated 5/29/02)
9/30/95	O 135.1	BUDGET EXECUTION-FUNDS DISTRIBUTION AND CONTROL (Extended until 5/1/03 by DOE N 251.45 dated 5/29/02)
11/01/00	O 151.1A	CRD - COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM
9/30/96	O 200.1	CRD - INFORMATION MANAGEMENT PROGRAM
3/21/03	O 205.1	CRD - DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM.

<b>DIRECTIVES LIST</b>		
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>
3/22/01	O 221.1	CRD - REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
3/22/01	O 221.2	CRD - COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
11/26/97	O 225.1A	CRD - TYPE A AND B ACCIDENT INVESTIGATIONS
9/30/95 11/7/96 01/28/00	M 231.1-1 Change 1 Change 2	ENVIRONMENT, SAFETY, AND HEALTH REPORTING MANUAL DOE O 470.2A, dated 3/1/00, cancels Chapter IV. DOE N 231.1, dated 1/15/02, cancels (Paragraphs 2a, 2a(1), 2a(2), 2b(1) 2b(2), 2i(3)(a) through 2i(3)(d) of Chapter II and Appendix A
8/19/03	M 231.1-2	CRD - OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
4/9/01	O 241.1A	CRD - SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
1/30/98	O 251.1A	CRD - DIRECTIVES SYSTEM
11/19/99	O 252.1	CRD - TECHNICAL STANDARDS PROGRAM
9/30/96 5/8/98	O 350.1 Change 1	CRD - CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS CRD - EMPLOYEE BENEFITS
7/12/01	O 350.2	CRD - USE OF FACILITY CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
04/20/99	O 412.1	CRD - WORK AUTHORIZATION SYSTEM
4/18/02	O 413.1A	CRD - MANAGEMENT CONTROL PROGRAM
1/08/01	O 413.2A	CRD - LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
10/13/00	O 413.3	CRD - PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
03/28/03	M 413.3-1	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
11/24/98	O 414.1	CRD - QUALITY ASSURANCE
5/20/02	O 420.1A	CRD - FACILITY SAFETY
1/08/01	O 420.2A	CRD - SAFETY OF ACCELERATOR FACILITIES
3/13/03	O 425.1C	CRD - STARTUP AND RESTART OF NUCLEAR FACILITIES
10/14/98	O 430.1A	CRD - LIFE CYCLE ASSET MANAGEMENT (DOE O 430.2A, dated 4/15/02, cancels Paragraphs 6d(2), 6h, 7b(1), 7b(2), and 7e(16).)
4/15/02	O 430.2A	CRD - DEPARTMENTAL ENERGY AND UTILITIES MANAGEMENT
6/01/01	O 433.1	CRD - MAINTENANCE MANAGEMENT PROGRAM FOR DOE NUCLEAR FACILITIES
7/9/99 8/28/01	O 435.1 Change 1	CRD - RADIOACTIVE WASTE MANAGEMENT
7/9/99 6/19/01	M 435.1-1 Change 1	RADIOACTIVE WASTE MANAGEMENT MANUAL
3/27/98	O 440.1A	CRD - WORKER PROTECTION MANAGEMENT FOR DOE CONTRACTOR EMPLOYEES
3/8/02	O 440.2A	CRD - AVIATION MANAGEMENT AND SAFETY
6/6/01	O 442.1A	CRD - DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PRG.

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
5/15/00	O 443.1	PROTECTION OF HUMAN SUBJECTS
1/15/03	O 450.1	CRD – ENVIRONMENTAL PROTECTION PROGRAM
10/26/00 9/28/01	O 451.1B Change 1	NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE PROGRAM
4/4/03	O 460.1B	CRD - PACKAGING AND TRANSPORTATION SAFETY
9/27/95 10/26/95	O 460.2 Change 1	CRD - DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT
9/23/02	M 460.2-1	CRD – RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL
9/28/95 6/21/95	O 470.1 Change 1	CRD - CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS (Extended until 5/14/04 by DOE N 251.53 dated 5/14/03)
10/30/02	M 470.1-1	CRD – SAFEGUARDS AND SECURITY AWARENESS PROGRAM
10/31/02	O 470.2B	CRD - INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM
6/30/00	O 471.1A	CRD - IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
6/30/00 10/23/01	M 471.1-1 Change 1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL
3/27/97	O 471.2A	CRD - INFORMATION SECURITY PROGRAM (Extended until 5/14/04 by DOE N 251.53, dated 5/14/03)
1/6/99	M 471.2-1B	CRD - CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL, CHAPTER III PARAGRAPHS 1 AND 2, AND CHAPTER IV (DOE M 471.2-1C dated 4/17/01, cancels all except Chapter III paragraphs 1 and 2 and Chapter IV)
4/17/01	M 471.2-1C	CRD - CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL
8/3/99	M 471.2-2	CRD - CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL (DOE N 205.3, dated 11/23/99 cancels Paragraphs 4j(2) and 4j(6) of Chapter VI, and Paragraph 12a(2)(a) of Chapter VII.) (Notice 205.4 dated 3/18/02 cancels Chapter III Section 8)
4/9/03	O 471.3	CRD - IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
4/9/03	M 471.3-1	CRD - MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
3/25/03	O 472.1C	CRD - PERSONNEL SECURITY ACTIVITIES
7/12/01	M 472.1-1B	PERSONNEL SECURITY PROGRAM MANUAL
12/23/02	O 473.1	CRD – PHYSICAL PROTECTION PROGRAM
12/23/02	M 473.1-1	CRD – PHYSICAL PROTECTION PROGRAM MANUAL
6/30/00	O 473.2	CRD - PROTECTIVE FORCE PROGRAM
1/17/02	M 473.2-1A	FIREARMS QUALIFICATION COURSES MANUAL
6/30/00 12/20/01	M 473.2-2 Change 1	PROTECTIVE FORCE PROGRAM MANUAL
11/20/00	O 474.1A	CRD - CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS

<b>DIRECTIVES LIST</b>		
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>
11/22/00	M 474.1-1A	CRD - MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS
2/10/98 4/27/98 11/16/98	M 474.1-2 Change 1 Change 2	MANUAL FOR NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION (Extended until 2/11/04 by DOE N 474.2 dated 2/11/03)
5/8/98	M 475.1-1	CRD - IDENTIFYING CLASSIFIED INFORMATION
9/28/01	O 481.1B	CRD - WORK FOR OTHERS (NON DOE FUNDED WORK)
1/03/01 9/28/01	M 481.1-1A Change 1	REIMBURSABLE WORK FOR NON-FEDERAL SPONSORED PROCESS MANUAL
1/12/01	O 482.1	CRD - DOE FACILITIES TECHNOLOGY PARTNERING PROGRAMS
1/12/01	O 483.1	CRD - DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
1/12/01	M 483.1-1	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
1/6/03	O 534.1B	CRD - ACCOUNTING
8/25/00 11/8/02	O 551.1A Change 1	CRD - OFFICIAL FOREIGN TRAVEL
7/12/00	M 573.1-1	MAIL SERVICES USER'S MANUAL
5/2/01	P 141.1	DEPARTMENT OF ENERGY MANAGEMENT OF CULTURAL RESOURCES
6/10/00	P 413.1	PROGRAM AND PROJECT MANAGEMENT POLICY FOR THE PLANNING, PROGRAMMING, BUDGETING, AND ACQUISITION OF CAPITAL ASSETS
5/08/01	P 470.1	INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT POLICY
5/20/02	P 580.1	MANAGEMENT POLICY FOR PLANNING, PROGRAMMING, BUDGETING, OPERATION, MAINTENANCE AND DISPOSAL OF REAL PROPERTY
6/23/92	1270.2B	SAFEGUARDS AGREEMENT WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
11/12/92	1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS
7/14/88 10/5/88 5/18/92	2110.1A Change 1 Change 2	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
6/8/92	2300.1B	AUDIT RESOLUTION AND FOLLOWUP
2/8/90 6/5/90 1/7/93	5400.5* Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
5/15/84 5/16/88 5/16/89 9/20/91	5480.4* Change 1 Change 2 Change 3	ENVIRONMENTAL PROTECTION, SAFETY, AND HEALTH PROTECTION STANDARDS
7/9/90 5/18/92 10/23/01	5480.19 Change 1 Change 2	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES

<b>DIRECTIVES LIST</b>		
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>
11/15/94	5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES
1/19/93	5480.30	NUCLEAR REACTOR SAFETY DESIGN CRITERIA
9/20/91	5530.1A	ACCIDENT RESPONSE GROUP
1/14/92 4/10/92	5530.3 Change 1	RADIOLOGICAL ASSISTANCE PROGRAM
5/8/85	5560.1A	PRIORITIES AND ALLOCATIONS PROGRAM
8/1/80	5610.2	CONTROL OF WEAPON DATA
5/26/94	5660.1B	MANAGEMENT OF NUCLEAR MATERIALS
9/4/92	5670.3	COUNTERINTELLIGENCE PROGRAM

<b>ACCOUNTING PRACTICES AND PROCEDURES HANDBOOK</b>		
5/2/83	Chapter V	INVENTORIES
6/30/80	Chapter X	PRODUCT COST ACCOUNTING

**Appendix I - Part II**

<b>PARTIAL DELETIONS OF DIRECTIVES</b>				
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>	<b>DELETION DIRECTIVE DATE</b>	<b>SECTIONS DELETED</b>
2/8/90 6/5/90 1/7/93	5400.5 Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	O 231.1 9/30/95 Change 1 10/26/95	Chapter II: Para 1a(3) (a)
5/15/84 5/16/88 5/16/89 9/20/91	5480.4 Change 1 Change 2 Change 3	ENVIRONMENTAL PROTECTION, SAFETY, AND HEALTH PROTECTION STANDARDS	O 440.1 9/30/95 Change 1 10/26/95	Attachment 2: Paras 2c, 2d(2) - (3), 2e(1) - (8); and Attach. 3: Paras 2c,; 2d(2) - (3), 2e(1) - (7)