

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. M456	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11973-5000	CODE 06005	7. ADMINISTERED BY (If other than Item 6) Code 06005	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Brookhaven Science Associates, LLC 40 Brookhaven Avenue Building 460 Upton, New York 11973-5000	(✓)	9. A. AMENDMENT OF SOLICITATION NO.
		9. B. DATED (SEE ITEM 11)
	X	10. A. MODIFICATION OF Contract/Order NO. DE-AC02-98CH10886
		10. B. DATED (SEE ITEM 13) 01/05/1998
CODE N/A	FACILITY CODE N/A	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

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

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

This Modification is issued to revise Section C.6.1 – Recovery Act Project Category 1: “Basic Energy Sciences”, Section C.6.3 – Recovery Act Project Category 3: “Environmental Management”, Section C.6.4 – Recovery Act Project Category 4: “Nuclear Physics”, Section C.6.5 – Recovery Act Project Category 5: “Energy Efficiency and Renewable Energy”, and Section C.6.6 - Recovery Act Project Category 6: “High Energy Physics” to incorporate authorized changes to current Work Authorizations; Revise Part I, Section H – Special Contract Requirements, TOC; Revise Clause H.22; Revise Part II, Section I – Contract Clauses, TOC; Update clauses I.1, I.12, I.13, I.43, I.44, I.47, I.49, I.62, I.87, I.96, I.120, I.122, I.151, I.152, add clause I.156; Revise Clause I.139, Obligation of Funds; Replace Part III – List of Documents, Exhibits and Other Attachments, Section J.1, Appendix A – Advance Understandings on Human Resources, and replace Section J.9, Appendix I – DOE Directives.

15A. NAME AND TITLE OF SIGNER (Type or print) Suzanne M. Davidson Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Evelyn Landini Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 3/30/12	16C. DATE SIGNED 3/30/12
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

Block 14 continued:

1. **Sections C.6.1, C.6.3, C.6.4, C.6.5, and C.6.6. – Recovery Act Projects:** Replace the pages of these sections with the attached revised pages which incorporate the following Work Authorization changes.
 - a) C.6.1: Light Source Improvements (NSLS), Nanoscale Science Research Centers, and National Institutes of Health (NIH)
 - b) C.6.3: Environmental Management Project (EM)
 - c) C.6.4: PHENIX Silicon Vertex MIE, and Enhanced AIP Funding at NP User Facilities (RHIC)
 - d) C.6.5: Federal Lab Support for Recovery Act Transactions, and EGS R&D
 - e) C.6.6: Advanced Technology R&D Augmentation, and Long Baseline Neutrino Experiment
2. **Part I, Section H - Special Contract Requirements, Table of Contents (TOC):** This Section H Table of Contents is revised to reflect page number changes as a result of the following;
 - a) Clause H.22, Contractor Compensation: Pay and Benefits: This clause has been revised in accordance with a memorandum from Ingrid Kolb, DOE Director of the Office of Management, dated 10/24/2011.
3. **Part II, Section I - Contract Clauses, Table of Contents (TOC):** This section is revised to reflect administrative changes as detailed below and to update Clauses I.1, I.12, I.13, I.43, I.44, I.49, I.62, I.87, I.96, I.151, I.152, I.153, and I.139. Delete clauses I.47, I.120, and I.122. Add clause I.156.
4. **In Section I, Contract Clauses, the following clauses have been revised; replace the prior versions with the updated attachments provided herein.**
 - a) Clause I.1, FAR 52.202-1, Definitions (JAN 2012)
 - b) Clause I.12, FAR 52.204-4, Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
 - c) Clause I.13, FAR 52.204-7, Central Contractor Registration (FEB 2012)
 - d) Clause I.43, FAR 52.223-5, Pollution Prevention and Right-To-Know Information (MAY 2011) (ALTERNATE I)
 - e) Clause I.44, FAR 52.223-10, Waste Reduction Program (MAY 2011)
 - f) Clause I.49, FAR 52.223-16, IEEE 1680 Standard For The Environmental Assessment of Personal Computer Products (DEC 2007)
 - g) Clause I.62, FAR 52.230-2, Cost Accounting Standards (JAN 2012) (DEVIATION)
 - h) Clause I.87, DEAR 952.204-2, Security (MAR 2011)
 - i) Clause I.96, DEAR 952.217-70, Acquisition of Real Property (MAR 2011)
 - j) Clause I.151, FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)

- k) Clause I.152, FAR 52.209.9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
 - l) Clause I.153, FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
5. **Clause I.156, FAR 52.223-19, Compliance With Environmental Management Systems (MAY 2011):** This Clause is hereby added to the contract. The specific language is provided herein as an attachment.
6. **Clause I.47, FAR 52.223-14, Toxic Chemical Release Reporting (AUG 2003):** This clause is hereby deleted from the contract. Clause I.47 is now titled RESERVED.
7. **Clause I.120, DEAR 970.5223-2, Affirmative Procurement Program (MAR 2003):** This clause is hereby deleted from the contract. Clause I.120 is now titled RESERVED.
8. **Clause I.122, DEAR 970.5223-5, DOE Motor Vehicle Fleet Fuel Efficiency (OCT 2003):** This clause is hereby deleted from the contract. Clause I.122 is now titled RESERVED.
9. **Clause I.139, DEAR 970.5232-4, 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 \$7,600,822,512.26.
- The revised total reflects an increase of \$346,132,529.36 as a result of modifications M436 through A455 from \$7,254,689,982.90 to \$7,600,822,512.26.
10. **Section J.1, Appendix A –** This section was revised in accordance with a memorandum from Ingrid Kolb, DOE Director of the Office of Management, dated 10/24/2011; replace the prior version with the attached Appendix A, identified as Modification M456.
11. **Section J.9, Appendix I – DOE Directives:** The DOE Directives list identified as Modification M436 has been revised; replace the prior version with the attached Appendix I, identified as Modification M456. The revision is as follows:
- a) Addition of NNSA Supplemental Directive Order 350.2, Use of Management and Operating Contractor Employees for Services to NNSA in the Washington, D.C., Area, dated 11-16-11.

Attachments:

Section C.6.1, Recovery Act Project Category 1: Basic Energy Sciences
Section C.6.3, Recovery Act Project Category 3: Environmental Management
Section C.6.4, Recovery Act Project Category 4: Nuclear Physics
Section C.6.5, Recovery Act Project Category 5: Energy Efficiency and Renewable Energy
Section C.6.6, Recovery Act Project Category 6: High Energy Physics
Part I, Section H - Special Contract Requirements, Table of Contents
Clause H.22
Part II, Section I – Contract Clauses, Table of Contents
Clauses I.1, I.12, I.13, I.43, I.44, I.49, I.62, I.87, I.96, I.151, I.152, I.153, I.156
Section J.1, Appendix A – Advance Understanding on Human Resources
Section J.9, Appendix I – DOE Directives

**C.6.1 – Recovery Act Project Category 1:
 Basic Energy Sciences (BES)**

- A. The American Recovery and Reinvestment Act of 2009 funds obligated under this Category in FY 2009 and FY 2010 are specified below in Section C.
- B. Clause I.139 DEAR 970.5232-4 “Obligation of Funds” has been adjusted accordingly.
- C. The specific on-going work is funded as follows:

1. National Synchrotron Light Source II (NSLS-II) (\$150M)

Statement of Work: These funds provided under 39KC02 are for the construction associated with the NSLS-II, Project Number 07-SC-06. Specifically, this funding is to be used to optimize project execution by acceleration of civil construction and advancement of the designs and procurements of Accelerator System Components as compared to the approved project baseline plan.

Rev 02: The revised Work Authorization changes the completion date from September 2010 to May 2013 to reflect the completion date of the NSLS II Recovery Act scope.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KC/CH13/9, Rev 01 and Rev 02 Project Code 2005010	Basic Energy Sciences – NSLS-II

2. Nanoscale Science Research Centers (TEC \$5.569M)

Statement of Work: These funds provided under KC020401H EQU to update, upgrade, or expand capabilities of the Center for Functional Nanomaterials to conduct leading edge science and serve users. Specifically, funds are provided as follows:

- Upgrade of JEOL Electron Beam Lithography System
- Mask Aligner for Optical Lithography
- Electron Energy-Loss Spectrometer
- Reactive Ion Etcher for Metals
- Transmission Electron Microscope for Soft Materials
- Reactor Scanning Tunneling Microscope
- High-Resolution Analytical Scanning Microscopy

Rev 02: The revised Work Authorization changes the Expected Completion from March 2012 to March 2013.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KC/CH13/9/ARRA-1, Rev 01 and Rev 02 Project Code 2005040	Basic Energy Sciences – Nanoscale Science Research Centers

3. Light Source Improvements (\$3M)

Statement of Work: Equipment funds are provided under KC0204011 EQU provided as follows:

- Transmission X-ray Microscope for In-Situ Study of Materials for Energy and Microelectronics Research at the National Synchrotron Light Source (NSLS)
- Advanced X-Ray Detectors for Enhanced NSLS Capabilities and User Throughput

Rev 01: The revised Work Authorization re-distributes funds and changes the Expected Completion Date from Sept. 2011 to June 30, 2012

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KC/CH13/9 ARRA-2 and Rev 01 Project Code 2005045	Basic Energy Sciences – Light Source Improvements

4. Early Career Research Program (\$2.5M)

Statement of Work: Funds provided under KC020101 are provided in FY 10 as follows:

- Investigation of the role of inhomogeneities and phase segregation on correlated and phase segregation on correlated electron dynamics by optical spectroscopy and nano-imaging

Rev 01 - The revised Work Authorization changes the Performance Period Covered by Funds date to: 02/17/2009 – 09/30/2010 to reflect the correct date Recovery Act funding expires for obligation.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KC/CH13/9 ARRA-3 and Rev 01 Project Code 2005410	Basic Energy Sciences – Early Career Research Program

**C.6.3 –Recovery Act Project Category 3:
 Environmental Management (EM)
 Accelerated Cleanup of Surplus Nuclear Facilities**

- A. The American Recovery and Reinvestment Act of 2009 funds obligated under this Category in FY 2009 and FY 2010 are specified below in Section C.
- B. Clause I.139 DEAR 970.5232-4 "Obligation of Funds" has been adjusted accordingly.
- C. The specific work funded included within this work scope is as follows:

Environmental Management Projects (TEC \$70.810 M)

Section A: Statement of Work: This project accelerates cleanup of nuclear facilities and contamination areas for completion in 2011. Specific accomplishments include:

- Removal of contaminated soil from the former Hazardous Waste Management Facility perimeter area.
- Demolition and disposal of the High Flux Beam Reactor fan houses, stack silencers, underground utilities, and isolation and stabilization of Building 750.
- Removal and disposal of the A/B waste lines.
- Removal and disposal of the Brookhaven Graphite Research Reactor graphite pile and biosheild; and installation of an engineered cap and monitoring wells

Additional funding for FY10 provided under Work Authorization #: FY10 – EM BNL ARRA
 Revs: EM-0003-10, EM-0004-10.

Rev EM-0001-11 for FY11 provided under Work Authorization #: FY11-EM BNL ARRA reflects a transfer of obligated funds:

- \$5,644,154 to be transferred from HFBR to BGRR
- \$64K including burdens to be transferred from OPE to CAP for equipment to be used for the HFBR project.

Rev EM-0002-11 for FY11 provided under Work Authorization #: FY11-EM BNL ARRA restates activities for the High Flux Beam Reactor as indicated above to indicate the amended work scope.

Revs EM0003-11, EM0004-11, & EM0005-11 for FY11 provided under Work Authorization # FY11-EM BNL ARRA reflect the following:

- \$500K of obligated funds transferred from HFBR to BGRR

Revs EM-0001-12, EM-0002-12, EM-0003-12 and EM-0004-12 for FY12 provided under Work Authorization #: FY12-EM BNL ARRA changes dates in accordance with the revised project completion date.

Additionally, full Cost Authority of the obligated amount has been established.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Numbers:	Work Authorization Numbers:
FY09 – EM BNL ARRA Revs: EM-0000-9, EM-0001-9 FY10 – EM BNL ARRA Revs: EM-0003-10, EM-0004-10 FY11 – EM BNL ARRA Revs: EM-0001-11, 0002-11, 0003-11, 0004-11, & EM-0005-11 FY12 – EM BNL ARRA Rev: EM-0001-12, EM-0002-12, EM-0003-12 & EM-0004-12	Accelerated Cleanup of Surplus Nuclear Facilities Project Code: 2002010

**C.6.4–Recovery Act Project Category 4:
 Nuclear Physics (NP)**

- A. The American Recovery and Reinvestment Act of 2009 funds obligated under this Category in FY 2009 and FY 2010 are specified below in Section C.
- B. Clause I.139 DEAR 970.5232-4 “Obligation of Funds” has been adjusted accordingly.
- C. The specific work funded under this Category is as follows:

1. PHENIX Silicon Vertex MIE (TEC \$.250M)

Statement of Work: These funds are provided under KB-02-01-02-1 EQU to advance funding for equipment purchases for the PHENIX Silicon Vertex Tracker MIE (71RD) project, including data acquisition crates for front-end modules for strip detectors; data collection modules, and installation fixtures and external cooling system.

Per Work Authorization, Rev 02, Attachment A, Contractor Recovery Act Performance Requirements has been revised.

Per Work Authorization for FY11, Rev 03, Block 13, “Expected Completion Date” is revised to 12/2010 in order to reflect the correct date of project completion.

Per Work Authorization for FY12, Rev 04, Block 13, “Expected Completion Date” is revised from 12/2010 to 09/2012 in order to reflect the correct date of project completion and funds are redistributed.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KB/CH13/9/ARRA-1, Rev 01, Rev 02, Rev 03 & Rev04 Project Code 2005200	Nuclear Physics – PHENIX Silicon Vertex MIE

2. PHENIX Forward Vertex Detector MIE (TEC \$.967M)

Statement of Work: These funds are provided under KB-02-01-02-1 EQU to advance funding for the purchase of two silicon end caps for the PHENIX Forward Vertex Detector MIE (81SF)

Rev 03: The revised Work Authorization changes the Expected Completion Date from 6/11 to 12/11.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KB/CH13/9/ARRA-2 and Rev 01 Rev 02 and Rev 03 Project Code 2005210	Nuclear Physics – PHENIX Forward Vertex Detector MIE

3. Enhanced AIP Funding at NP User Facilities (TEC \$8M)

Statement of Work: These funds are provided under KB-02-02-01-1 for accelerated implementation of the stochastic cooling in both storage rings and implementation of electron lenses for the RHIC (Initial funds of \$7,200,000).

Rev 01: Additional funding in the amount of \$800K is provided in support of the AIP efforts related to the luminosity upgrade of the RHIC beams.

Rev 02: Revises Attachment A of the Work Authorization entitled "Contractor Recovery Act Performance Requirements" to reflect the following:

- The original scope was revised to include the engineering and design of lenses and the manufacture of the components of one lens in order to remain within the ARRA funded amount. The components will be tested and ready for installation in the RHIC accelerator at the completion of this ARRA project consistent with the revised milestones contained in Attachment A.

Rev 03: The revised Work Authorization changes the Expected Completion Date from: 03/2012 to 09/2012

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KB/CH13/9/ARRA-3, Rev 01, Rev 02 & Rev 03 Project Code 2005220	Nuclear Physics – Enhanced AIP Funding at NP User Facilities

**C.6.5 – Recovery Act Project Category 5:
 Energy Efficiency and Renewable Energy (EERE)**

- A. The American Recovery and Reinvestment Act of 2009 funds obligated under this Category in FY 2009 and FY 2010 are specified below in Section C.
- B. Clause I.139 DEAR 970.5232-4 "Obligation of Funds" has been adjusted accordingly.
- C. The specific work included within this work scope is as follows:

1. Federal Lab Support for Recovery Act Transactions (TEC \$113,950.63K)

Statement of Work:

These funds are for Management and Oversight (Program Direction) to enable the Laboratory to provide project management and technical staff assistance to applicants of DOE's Office of Energy Efficiency and Renewable Energy.

Funding in the amount of (\$1,050.63) have been withdrawn and distributed to Agreement # 11951.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
480004-20476-09, Rev 01 and Rev 02 Project Code 2004040	Federal Lab Support for Recovery Act Transactions

2. EGS R&D (TEC \$1.8905K)

Statement of Work:

Agreement # 19965: Brookhaven National Laboratory will elucidate comprehensively the carbonation reaction mechanisms between the supercritical carbon dioxide and reservoir rocks in aqueous and non-aqueous environments, and develop chemical modeling of CO₂-reservoir rock interactions. (\$334K + 159.87K FY10) \$493.87K

Rev 07: For FY12 provided under Work Authorization GT-480004-20685-12, changes the the Expected Completion Date of the project from 09/30/2011 to 09/30/2012

Agreement # 19964: Brookhaven National Laboratory, working with Los Alamos National Laboratory and Pacific Northwest National Laboratory, will develop and implement 1) suites of tracers consisting of compounds with different chemical and physical properties that will interact in measurable ways with fractured rock matrix, and 2) single and interwell test designs and corresponding interpretation methods to extract the temperature distribution and surface area information from breakthrough curves. (\$375K +155.625K FY10) \$530.625 K

Rev 08: For FY12 provided under Work Authorization GT-480004-20685-12, changes the the Expected Completion Date of the project from 09/30/2011 to 09/30/2012.

Agreement # 19963: Brookhaven National Laboratory will develop and characterize field-applicable geopolymer sealing materials in the laboratory and transfer the developed material technology to geothermal drilling service companies.
 (\$579K + \$293.41K FY10) \$872.41K

Rev 09: For FY12 provided under Work Authorization GT-480004-20685-12, changes the the Expected Completion Date of the project from 09/30/2011 to 09/30/2012.

Rev 10: For FY12 provided under Work Authorization GT-480004-20685-12, revises Section A of Attachment A entitled: "Contractor Recovery Act Performance Requirements" to reflect the following :

Establish the basic formulation of temporary Geopolymer sealing materials 4/13/10
 Analytical characterization of sealing material 8/30/10
 Explore carboxymethyl cellulose additives with a range of molecular weights 8/31/12
 Develop expandable and swelling sealers 9/30/12.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
GT-480004-20685-09, Rev 01, Rev 02, Rev 03 GT-480004-20685-10, Rev 01, Rev 02, Rev 03 GT-480004-20685-10, Rev 04, Rev 05, Rev 06 GT-480004-20685-12, Rev 07, Rev 08, Rev 09 & Rev 10	EGS R&D Project Code: 2004190

- D. The work described in this modification shall be performed using funds obligated under this contract, which have been appropriated under the Recovery Act of 2009, Pub. L. 111-5, and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in paragraph E below and the changes made to Sections E and G of the contract pertaining to the Recovery Act. The funds obligated hereunder shall only be used to accomplish the work as set forth in paragraph C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.
- E. The Contractor shall complete all Recovery Act Work funded by this modification in accordance with Recovery Act requirements, including the required completion dates specified therein, and by the completion date identified in the approved work authorization for the activity.

**C.6.6 – Recovery Act Project Category 6:
 High Energy Physics (HP)**

- A. The American Recovery and Reinvestment Act of 2009 funds obligated under this Category in FY 2009 and FY 2010 are specified below in Section C.
- B. Clause I.139 DEAR 970.5232-4 “Obligation of Funds” has been adjusted accordingly.
- C. The specific work included within this work scope is as follows:

1. Advanced Technology R&D Augmentation (\$.055M + .047M = Revised TEC \$.102 M)

Statement of Work: These funds are provided under KA-15-02-01-1 for the first year’s work on “A Laboratory-University-Industry Collaboration for the Development of Magnets with Fields > 22 Tesla Using HTS Conductor” program under the direction of Drs. Peter Wanderer and Arup Ghosh as described in the Field Work Proposal (FWP) KACH139 Rev 0 submitted 05/15/2009. Additional funding has been provided to extend work for another year under KACH139 Rev 1 submitted 05/15/2010.

Rev 02: The revised Work Authorization in FY12 changes the Expected Completion Date of the project from 12/2011 to 6/2012.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KA/CH13/9/ARRA-1, Rev 01 & Rev 02 Project Code 2005170	High Energy Physics – Advanced Technology R&D Augmentation

2. Long Baseline Neutrino Experiment (\$6M)

Statement of Work: \$5,000,000 under KA-11-02-03-3 and \$1,000,000 under KA-11-02-03-4 is provided to support the Long Baseline Neutrino Experiment (LBNE) at Brookhaven National Laboratory for preconceptual R&D and the contributions to the conceptual design of the Long Baseline Neutrino Experiment required for Critical Decision-1. This work is subject to the detailed reporting requirements under Recovery Act.

Rev 02: The revised Work Authorization in FY12 redistributes funds and changes the Expected Completion Date of the project from 11/2010 to 6/2012.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Work Authorization:

Work Authorization Number	Work Authorization Title
KA/CH13/9/ARRA-2, Rev 01 & Rev 02 Project Code 2005175	High Energy Physics – Long Baseline Neutrino Experiment

5. National Center for Research Resources (NCRR) – U.S. National Institutes of Health (NIH) Work for Others (WFO) (\$12M)

Statement of Work: Funds are provided under 75-0847 in FY 10 as follows:

The fabrication and installation of three insertion devices (IDs) for beam lines specifically for the NSLS II project:

In accordance with amended Statement of Work (SOW):

The NSLS-II will undertake the fabrication and fabrication and installation of three insertion device (ID) beamlines to be specified by NIH. Two beamlines will support macromolecular crystallography (MX), one of these is identified as AMX for flexible access and highly automated MX and the other is FMX for frontier MX with x-ray beams that can be focused to 1 micron diameter. The third beamline is identified as LIX, and it will be a high brightness x-ray scattering instrument for biological applications.

The specific Contractor Recovery Act Statement of Work, Milestones, Outcomes and Measures, and Deliverables funded by this modification are identified in the following referenced Interagency Agreement (IAA) and Memorandum of Understanding (MOU) :

Interagency Agreement Number:	Memorandum of Understanding (MOU)
DOE - CHAGRY1RR0001 NIH/NCRR – Y1-RR 0001-01 BSA Proposal Number - 10-07	MOU between: NCRR / NIH and SC / DOE: <i>In support of the BNL's NSLS II Project, as Amended in September of 2011</i>

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

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

Note: Paragraph F pertains to the NSLS-II project only.

F. ACCELERATED WORK: The Contractor shall submit to the CO a revised project baseline that clearly identifies the changes to the baseline due to the acceleration of work to include a detailed description of accelerated work, a budget of estimated costs for the accelerated work, and a schedule for the performance of this work within 60 days of this modification.

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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CLAUSE H.22 - EMPLOYEE COMPENSATION: PAY AND BENEFITS (REVISED MAR 2012)

(a) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6 "Compensation for personal services" ("Total Compensation System"). DOE-approved standards, as set forth in Section J, Appendix A, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer.

(b) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(c) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list, within 30 days of Contract extension, of the top five most highly compensated executives, as defined in FAR 31.205-6(p)(2)(ii), and their total cash compensation at the time of Contract extension, and at the time of any subsequent change to their total cash compensation.
- (3) Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.

- (4) A performance self-assessment of the Total Compensation System implementation and results, to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (e) below.
- (d) Pay and Benefit Programs
- (1) Cash Compensation
- (A) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
- (i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.
 - (ii) Any proposed major compensation program design changes prior to implementation.
 - (iii) An Annual Compensation Increase Plan (CIP).
 - (iv) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent and key personnel not included in the CIP). For those key personnel included in the CIP, DOE will approve salaries upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).
 - (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
- (B) The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (d)(1)(A)(iv) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

- (C) Severance Pay is not payable to an employee under this Contract if the employee:
- (i) Voluntarily separates, resigns or retires from employment (unless approved for voluntary layoff by the Contracting Officer);
 - (ii) Is offered employment with a successor/replacement contractor,
 - (iii) Is offered employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(e) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to its existing benefit plans until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (2) Cost reimbursement for pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (c) (4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
 - (A) An Employee Benefits Value Study (Ben-Val), every two years which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of

benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value study does not address post retirement benefits (PRB) other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,

- (B) An Employee Benefits Cost Survey Comparison, annually that analyzes the Contractor's employee benefits cost on a per capita basis per full time equivalent employee and as a percent of payroll, compared to a Contracting Officer- approved broad based national survey.
 - (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval.
 - (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
 - (6) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
 - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior written approval of the Contracting Officer.
 - (8) Cost reimbursement for PRBs is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the IRC and ERISA.
- (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.
- (3) Any Defined Benefit pension plan or portion of a Defined Benefit pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.
- (4) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.
 - (A) Copies of IRS forms 5500 with schedules; and
 - (B) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
- (5) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Total Compensation System and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
 - (A) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
 - (B) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

- (C) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of termination.

PART II

SECTION I

CONTRACT CLAUSES

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CLAUSE I.1 - FAR 52.202-1 DEFINITIONS (JAN 2012)

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—
- (1) The solicitation, or amended solicitation, provides a different definition;
 - (2) The contracting parties agree to a different definition;
 - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
 - (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acquisition.gov/far> at the end of the FAR, after the FAR Appendix.

**CLAUSE I.12 - FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON
POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

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

“Postconsumer fiber” means—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
 - (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
 - (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.
- (b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

CLAUSE I.13 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)

(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 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, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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 CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

**CLAUSE I.43 - FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (MAY 2011) (ALTERNATE I)**

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

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

(b) Federal facilities are required 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 and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.
- (7) The environmental management system as described in section 3(b) of E.O. 13423 and 2(j) of E.O. 13514.

CLAUSE I.44 - FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

CLAUSE I.49 - FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

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

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see www.epeat.net.

**CLAUSE I.62 – FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION)
(JAN 2012)**

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
 - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.
 - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
 - (4)
 - (i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change

which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
 - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract. (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
 - (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
 - (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require

such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

CLAUSE I.87 - DEAR 952.204-2 SECURITY (MAR 2011)

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on

transmission to other countries or regional defense organizations that apply to Restricted Data.

- (f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means-- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.*
 - (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
 - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
 - (i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
 - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access

authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

- (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

- A. The date(s) each Review was conducted;
 - B. Each entity that provided information concerning the individual;
 - C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
 - D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
 - E. The results of the test for illegal drugs.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) *Foreign Ownership, Control, or Influence.*
- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
 - (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination,

DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
 - (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- (l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a

subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

CLAUSE I.96 – DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (MAR 2011)

- (a) Notwithstanding any other provision of the contract, the prior approval of the Contracting Officer shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property by:
 - (1) Purchase, on the Government's behalf or in the Contractor's own name, with title eventually vesting in the Government.
 - (2) Lease for which the Department of Energy will reimburse the incurred costs as a reimbursable contract cost.
 - (3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the Contracting Officer.
- (c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**CLAUSE I.151 - FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND
FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)**

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

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

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

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

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government

Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

- (c) (1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (iv) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (v) Subcontract number (the subcontract number assigned by the Contractor).
 - (vi) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (vii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.

- (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).
- (2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>, if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—

- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (d) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.
- (e) Phase-in of reporting of subcontracts of \$25,000 or more.
- (1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.
 - (2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.
 - (3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

**CLAUSE I.152 - FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the

releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

**CLAUSE I.153 - FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN
TEXT MESSAGING WHILE DRIVING (AUG 2011)**

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

“Driving”–

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

- (1) Adopt and enforce policies that ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as—
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

**CLAUSE I.156 - FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL
MANAGEMENT SYSTEMS (MAY 2011)**

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

ATTACHMENT J.1

APPENDIX A

ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES

**Applicable to the Operation of
BROOKHAVEN NATIONAL LABORATORY**

Contract No. DE-AC02-98CH10886

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Appendix A**

**BROOKHAVEN NATIONAL LABORATORY
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SECTION I - INTRODUCTION

- (a) This Advance Understanding is intended to document the principles and measures for evaluation of the Contractor's Human Resources Management (CHRM) programs and other items of allowable personnel costs and related expenses not specifically addressed elsewhere under this contract. BNL CHRM policies, practices, and plans are located in the BNL Standards-Based Management System (SBMS).
- (b) The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practices insofar as they are consistent with this Contract. Any changes to the personnel policies or practices in place as of the effective date of this contract which would increase costs, is subject to approval in advance by the Contracting Officer. Any programs or policies initiated for corporate application, permanently or for a finite period, that will impact staffing levels or compensation costs (i.e., furloughs or salary cuts) will not be applicable to Laboratory employees or employees otherwise funded through this contract, without prior approval of the Contracting Officer.
- (c) The Laboratory's programs will comply with the Federal Acquisition Regulation (FAR) cost principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulation (DEAR), for all Human Resources programs. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR as well as to ensure that the cost limitation set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.
- (d) This Appendix A may be modified from time to time by agreement of the Parties. Either Party may, at any time, request that this Appendix A be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by executing modification to the prime contract.
- (e) The Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.
- (f) The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer. The Contractor recognizes that the Contracting Officer

or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting requests.

- (g) It is understood that no provision of this Appendix can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.

SECTION II - HUMAN RESOURCES STRATEGY, BUSINESS PLANNING AND PERFORMANCE MANAGEMENT

The Laboratory Business Plan highlights areas important to DOE and aligns with critical contract vision components. The HR Business Plan, which is subordinate to the Laboratory Business Plan, will be reviewed with DOE representatives at least annually. The human resource business practices will be maintained in the Laboratory's SBMS. Any significant changes to the HR business practices shall be submitted to the DOE Contracting Officer for approval. Contract performance metrics and measures will be developed in partnership with DOE and are detailed in the Appendix B.

CHRM performance objectives and targets will align with, and facilitate the achievement of the Laboratory mission; be limited in number; focus on strategic results, systems-based measures, and assessment against industry best practices; be developed annually and mutually agreed upon by the Contractor and DOE in accordance with Appendix B; be reviewed periodically to target key strategic objectives and results; and include outcomes that result in cost effective management of laboratory human resources to support accomplishment of DOE and Laboratory mission, strategy and objectives.

SECTION III - COMPENSATION

- (a) Compensation Standards. The Contractor and DOE agree that the elements below will be included in Laboratory compensation systems and will be the basis upon which DOE will evaluate the Contractor's self-assessment required under Clause H.22 of this contract. The elements are:
- (1) philosophy and strategy for all pay delivery programs;
 - (2) method for establishing the internal value of jobs;

- (3) method for relating the internal value of jobs to the external market;
 - (4) system that links individual and/or group performance to compensation decisions;
 - (5) method for planning and monitoring the expenditure of funds;
 - (6) method for ensuring compliance with applicable laws and regulations;
 - (7) system for communicating the program to employees; and
 - (8) system for internal controls and self-assessment.
- (b) Salary increases.
- (1) Any combination of salary increases for an individual in a single fiscal year, including merit increases and those resulting from reclassification and promotion, which result in a salary that is 25% greater than the employee's salary prior to the increase shall require prior approval by the Laboratory Director and shall be reported annually to the Contracting Officer.
 - (2) Annual funding for promotions shall be included in the Salary Increase Authorization (SIA) request as a discrete line item. The request for funding for promotions will be based upon actual use for the prior year and anticipated future use, such as classification restructuring.
 - (3) An administrative stipend may be paid to an employee who is temporarily assigned responsibilities of a higher level position or other significant duties not part of the employee's regular position. The sum of stipend and base salary shall not exceed the maximum salary of the higher level position. The Deputy Laboratory Director's approval, at least, is required for all stipends. The Laboratory Director must authorize administrative stipends that exceed 15% of the appointee's annual base salary. The entire amount of the stipend shall be removed when the employee reverts back to their original position. All stipends shall be reported annually to the Contracting Officer.
 - (4) Notwithstanding any other term or condition set forth in this Contract, the Contracting Officer's approval of compensation actions pursuant to H.22 will consider:
 - A. relative alignment of proposed salaries with subordinate levels;

- B. available market data, comparing total-cash compensation;
- C. total compensation relative to the Executive Compensation Benchmark Amount established periodically by the Office of Federal Procurement Policy (OFPP).

(c) Salary Increase Authorization (SIA).

- (1) The Contractor shall submit the SIA proposal not later than 60 days prior to the start of the new salary cycle.
- (2) In order to pay "on-market-on-average," in the calculation of market position, Laboratory salary data shall be matched to survey data as of the midpoint of the salary cycle (i.e., April 1 for a 10/1-9/30 salary cycle).
- (3) The SIA shall be expressed as a percentage of the base payroll for the end of the preceding salary cycle (i.e., the base payroll for 9/30 for a 10/1-9/30 salary cycle)

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

- Minor shift is defined as up to 10% of approved SIA funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt).
- Total increase expenditures will be limited to the total SIA approved.
- Special Adjustment funds will not be interchangeable.
- Contractors will notify the Contracting Officer that funds have been shifted.

(d) Payment of Joint Appointees. Joint Appointees shall be paid at the salary and fringe benefit rates established by the home institution, for the percentage of time worked at the host institution.

SECTION IV - ANCILLARY PAY COMPONENTS

(a) Premium Pay.

The Contractor is authorized to provide shift differentials and other premium pay, reporting allowances, meal allowances, and hazardous duty pay, as approved by the Contracting Officer.

(b) Extended work week.

When deemed essential to the performance of work under this contract, an extended work week may be established at the Laboratory or any portion thereof.

- (c) Medical evacuation services/insurance.
Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall cover evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.
- (d) Foreign Travel.
Allowances payable for official travel in foreign areas will be at rates established by the Secretary of State.

SECTION V - PAYMENTS ON SEPARATION

- (a) Reduction in Force (RIF). When employees are terminated due to a RIF, the following costs are allowable:
 - (1) Pay in lieu of notice. Any employee who is laid off or terminated due to a RIF may be given pay in lieu of the required minimum written notice of termination. Accumulated vacation credit is also paid.
 - (2) Severance pay benefit. As approved by the Contracting Officer.
- (b) Payments upon termination other than RIF.
 - (1) Sick leave. The payment of accumulated sick leave upon termination is unallowable.
 - (2) Vacation. The Contractor is authorized to pay for accumulated vacation upon termination at the rate in effect as of the date of termination, including any shift differential
 - (3) Termination for Administrative Convenience.
An employee dismissed for the administrative convenience of the Laboratory may in appropriate circumstances be given a termination payment of one month's pay at his/her regular base rate in the case of a monthly employee and of two weeks' pay in the case of a weekly employee.

An individual employee may be considered for other termination pay for other administrative reasons with the approval of the Director and the Contracting Officer.

(4) Termination at Retirement.

Each weekly wage employee with a minimum of five years' service retiring on or after his/her 55th birthday and whose combination of age and service equal 70, may be given up to two weeks' pay at his/her regular base rate.

SECTION VI - LABOR RELATIONS

(a) Collective bargaining.

Costs of fringe benefits and wages paid to employees under collective bargaining agreements are allowable. All other reasonable costs and expenses, such as expenses relating to the grievance process, arbitration and arbitration awards, and other costs and expenses incurred pursuant to applicable collective bargaining agreements and revisions thereto, are also allowable.

(b) Grievance and complaint costs.

The Contractor is authorized to settle internal employee grievances up to \$60,000 without the advance approval of the Contracting Officer. Settlements of internal employee grievances in excess of \$60,000 require advance approval of the Contracting Officer.

(c) Collective Bargaining Agreements.

The Contractor shall provide copies of collective bargaining agreements to the Contracting Officer as they are ratified or modified.

(d) Bargaining Unit Activity.

Pay for absences from work by employees acting in the capacity of union officers, union stewards and committee members for time spent in handling grievances, negotiating with the Laboratory, and serving on labor management (Laboratory) committees, are allowable.

SECTION VII – PROGRAMS INVOLVING EMPLOYEE ABSENCE FROM THE WORKPLACE

(a) Paid Leave.

The Laboratory will provide a reasonable and cost effective paid leave program. Paid leave includes vacation, holiday, sick, jury, bereavement, voting and personal leave according to approved Laboratory schedules. Only leave categories included in the Benefit Value Study shall be allowable.

(b) Sabbaticals/Temporary Assignments of Laboratory Employees to Other Institutions for Teaching And Research.

The Contractor shall be reimbursed for expenditures consistent with Laboratory policy arising out of an approved employee assignment to another institution for teaching and/or research if the assignment does not exceed one year.

(c) Military Leave.

Military leave and associated pay is authorized in accordance with Contractor policies, and/or State or Federal law.

(d) Security Leave.

Wages or salaries paid to employees when access authorization is suspended by DOE will be allowable costs under the following conditions:

If a position which does not require access authorization is not available, the Laboratory Director or designee may place the employee on leave with pay at his or her base compensation until final disposition of the case. Leave with pay requires the Contracting Officer's concurrence that no position is available to which the employee might reasonably be transferred.

SECTION VIII – EMPLOYEE TRAINING, EDUCATION AND DEVELOPMENT

- (a) The Laboratory Director or designee shall send an annual report to the Contracting Officer providing the number of employees participating in training, education and development programs and the dollars spent.
- (b) The Laboratory shall establish training, education and development programs that are consistent with DOE requirements and guidance, industry standards, and other Federal, State and local regulations. These programs shall ensure that employees are well-qualified and competent to manage facilities and meet mission requirements through administrative, professional and technical excellence.

(1) Training.

The Laboratory may permit selected employees to attend training classes while receiving full pay in order to enable them to acquire the needed skills to qualify them for more responsible jobs and maintain competence in their field.

(2) Education.

- (A) The Laboratory may approve and support educational courses taken by employees which serve to improve efficiency and productivity of Laboratory operations, increase needed skills, or prepare employees for increased responsibilities.

(B) An employee or third party on behalf of an employee may be paid for tuition, required textbooks and fees for courses approved in advance by the Laboratory.

(3) Development.

The Contractor shall be reimbursed for the cost of development programs, including but not limited to, apprenticeship training, supervisory training, management development, career updating and redirection, and work-study and other programs supporting the development of staff in fields of interest to the Laboratory.

SECTION IX - EMPLOYEE PROGRAMS

(a) The contractor may expend an amount not to exceed 1.5% (0.015) of the Laboratory's base payroll for the awards identified under 1) and 2) below:

(1) Service/Retirement/Non-Performance awards.

The Contractor is authorized to provide monetary or non-monetary recognition for achievements not based on performance. Awards may include, for example, Length of Service/Retirement Recognition; Safety Awards; Patent Awards; Suggestion Program.

(2) Performance award programs.

The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.

(3) Senior Management Incentive Program.

The Contractor may recognize a senior manager for his/her performance. The Program provides for a 20-30% non-base incentive for senior managers based on their performance, Performance Evaluation Management Plan score and achievement of incentive plan goals. DOE agrees to reimburse up to \$400,000 annually (provided the combination of (1) and (2) above and this paragraph remain within the 1.5% base payroll fund, as indicated in (a) above). The contractor will match an equal amount and payouts will be split equally between the contractor and DOE.

Contracting Officer approval is required prior to annual disbursement of the aforementioned incentive payouts. Additionally, if the contractor deviates from approved program parameters, the contractor shall seek prior approval from the Contracting Officer.

Annually the Contractor shall provide the Contracting Officer with reports on the individual award program expenditures.

(b) Non-Base Cash Compensation

The contractor may expend non-base cash compensation amounts in payments to employees in accord with programs submitted to and approved by DOE Contracting Officer, including, but not limited to, project incentives, strategic skill stipends, and lump sum amounts in lieu of salary increases. Amount expended under such approved programs will not be counted towards the limits for awards in section b. DOE will be provided a listing, on an annual basis, of the programs utilized and the respective amounts expended.

(c) Cost of Health Services.

The Contractor shall be reimbursed for the costs of operating a Health Unit for Laboratory employees, including but not limited to the following: Pre-employment physicals and other medical examinations required to meet Laboratory employment requirements, medical care for occupational injuries and to provide relief for minor physical complaints of employees while at the Laboratory, and health examinations provided as a health service for employees.

(d) Other.

- (1) The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Profits from group buying services operated for the benefit of all employees may be used to assist in the support of the recreation program. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. Entertainment costs, including costs of amusement, diversions, and social activities are unallowable, as well as directly related costs such as tickets, meals, alcohol, lodging, rentals, transportation and gratuities.
- (2) Wellness program. Costs of a Wellness Program to promote employee health and fitness are allowable. This program shall be limited to activities related to stress management, smoking cessation, exercise, nutrition, and weight loss.

- (3) Employee Assistance Program. The Contractor shall (1) maintain a program of preventive services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training; (2) Submit for approval by the Contracting Officer any changes to the employee assistance program implementation plan; (3) Prepare and submit information to DOE concerning Employee Assistance Program services as requested by the Contracting Officer. Such reports shall not include individual identifiers
- (4) Employee Communications. The costs incurred in the publication, printing and distribution of a house organ, handbooks and other employee communication media designed to effectuate better employee relations and understanding of Appendix A and current employment regulations shall be reimbursed and performed in a cost effective manner.
- (5) Distinguished Lectureship Program

The Laboratory maintains a Distinguished Lectureship Program under which distinguished scientists are invited to the Laboratory to deliver at least one lecture a week on scientific subjects related to the research program, and to be available to members of the scientific staff for discussion of such subjects.

The Distinguished Lectureship Program restricts the number of appointments to a maximum of 10 in each fiscal year. Appointments are to be made by the Director of the Laboratory only.

The Laboratory may pay each lecturer a stipend of up to \$2,500 a week, not to exceed three weeks. In addition, the lecturer may be paid actual travel expenses and be given, without charge, the use of an on-site apartment.

The Laboratory shall notify the Department of Energy of each appointment to be made under the Distinguished Lectureship Program and the amount of the proposed honorarium.

SECTION X - COSTS OF RECRUITING PERSONNEL

- (a) On an annual basis, the Laboratory will conduct workforce planning, documented in the form of a plan, and submit it to the Contracting Officer for review and approval. The Plan will identify critical skills necessary to meet mission and contract requirements, provide an updated gap analysis, and outline that year's

strategy for the recruitment and retention of those skills, as well as for any necessary restructuring.

- (b) The Contractor may incur costs for the recruitment of personnel, as follows:
- (1) Costs of advertising and agency and consultant fees.
 - (2) Recruiting Expenses - The Laboratory may reimburse, consistent with other provisions of this contract, employees traveling for recruiting purposes, the actual cost incurred for the following expenses: transportation, lodging, and meals for prospective employees and, when approved, for spouses or representatives of academic institutions, professional societies and other scientific organizations and incidental expenses incurred in recruiting.
 - (3) New or prospective employees who have been offered and have accepted a position, and who are required to take a pre-placement physical examination, shall be reimbursed for costs of the physical examination.
 - (4) Costs associated with pre-employment screening shall be allowable.
- (c) Recruitment/Retention Tools.
- (1) The Contractor may pay a sign-on bonus of up to \$10,000, to recruit employees with critical skills.
 - (2) An annual retention bonus is authorized to retain employees with critical skills or whose expertise is critical to the completion of a specific project.
 - (3) The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or external organization. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits (i.e., vacation accruals, vesting, or severance – unless severance has been paid for prior service as indicated in Clause H.22), in accordance with the contractor's policies.
 - (4) Costs associated with an Employee Referral Award Program (ERAP). The ERAP program was instituted in order to reward employees who refer successful candidates for employment. For certain specified jobs, BNL employees may recommend applicants to the HR Division and subsequently receive a monetary award if the referral is hired. An award of \$1,000 will be made for referral and hire for an exempt level position; \$500 for referral for a non-exempt hire. Payment will be made after the

referred candidate has completed 90 days of employment. Referring employee must still be at the Laboratory to be eligible.

(5) Exceptional Recruitment Allowance.

Relocating new employees not eligible for closing costs or costs incidental to the purchase of a new home under FAR 31.205-35., may be paid an Exceptional Recruitment Allowance to reimburse them for actual costs related to relocation, up to a maximum of ten thousand dollars (\$10,000).

(6) Housing for Temporary Appointees.

(A) Temporary Appointees

When suitable on-site housing is not available for them, the Laboratory may reimburse persons who receive temporary appointments to the Scientific Staff during the months of June, July, August and September, as well as Research Collaborators spending extended periods of time at the Laboratory during the summer months, for excess rentals in accordance with the following conditions:

- (i) The excess rental to be reimbursed is the difference between the rental for a Laboratory apartment of the size which would normally be assigned to a summer appointee and the actual cost of reasonably similar accommodations off the site, if available.
- (ii) The excess rental for which reimbursement is provided will not exceed \$400 per month.
- (iii) Authorization for reimbursement of excess rental is, in every case, approved by the Director of the Laboratory or his designee.

Because Research Collaborators receive no salary for their work at the Laboratory, the deduction equivalent to on-site rental is not made.

(7) Group Travel Accident Insurance.

The Laboratory has in force a Group Travel Accident Insurance Policy covering all employees, trustees, nonsalaried officers, guests, and all other persons with official appointments at the Laboratory who, during their stay, are authorized to travel on Laboratory business. It provides coverage equal to five (5) times annual salary, subject to a \$100,000 minimum and a \$500,000 maximum, and gives a full 24-hour accident

coverage during business travel. No employee contributions are required for this coverage.

SECTION XI – REDUCTIONS IN CONTRACTOR EMPLOYMENT

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

(a) Work Force Transition.

In implementing the annual workforce plan required in Section X(a), the Laboratory will develop appropriate work force transition strategies consistent with restructuring objectives contained in the Department's "Planning Guidance for Contractor Work Force Restructuring."

(b) Workforce Restructuring Actions

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

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

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

(c) Displaced Worker Medical Benefit

Employees placed on layoff status who have completed the entry probation period may be eligible for continued participation in the health benefits program with premiums supplemented by the Contractor based on the following schedule:

- (1) First Year: The Contractor's contribution for an active employee
- (2) Second Year: One half of the Contractor's Cobra premium
- (3) Third and subsequent years: Reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

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

SECTION XII – EMPLOYEE BENEFITS

(a) Energy Employees' Occupational Illness Compensation Program Act (EEOICPA).

The Laboratory agrees to comply with requests for information, records, and other program requirements to ensure the orderly administration and adjudication of claims under the EEOICPA.

(b) Dependent Care Facilities.

The Laboratory is authorized to provide a dependent care benefit program consistent with the written directions of the Contracting Officer.

The Contractor shall sub-contract the operation of the dependent care center, unless otherwise approved by the Contracting Officer. Support costs for labor, materials, and supplies expended for the operation of a dependent care facility shall not be allowable under any circumstances unless the facility is for the exclusive use of Laboratory employees and except for any expense items such as utilities, maintenance, food services, medical services, or supplies already used in support of site operations and readily available. The cost of meals shall not be allowable.

(c) Adoption Assistance

The Laboratory may reimburse employees up to \$5,000 for costs associated with the adoption of an unrelated minor child. If both of the adoptive parents are

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employees, up to \$10,000 may be reimbursed. Reimbursable costs may include attorney fees, agency fees, court costs, transportation costs and medical costs.

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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. M456**

Appendix I
Modification No.M456
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 are applicable, but have subsequently been revised by DOE to remove certain sections.

Appendix I - Part I

DOE DIRECTIVES LIST

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
9/29/95	Order	130.1		CRD - Budget Formulation Process
5/2/01	Policy	141.1		Department of Energy Management of Cultural Resources
9/4/08	Manual	142.2-1		CRD – Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
12/15/06	Order	142.2A		CRD – Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
10/14/10	Order	142.3A		CRD – Unclassified Foreign Visits and Assignments Program
5/8/08	Order	150.1		CRD – Continuity Programs
11/2/05	Order	151.1C		CRD - Comprehensive Emergency Management System
6/27/07	Order	153.1		CRD - Departmental Radiological Emergency Response Assets
12/23/08	Order	200.1A		CRD – Information Technology Management
1/7/05	Order	203.1		Limited Personal Use of Government Office Equipment Including Information Technology
5/8/01	Policy	205.1		Departmental Cyber Security Management Policy
4/17/06	Manual	205.1-3		Telecommunications Security Manual
1/16/09	Order	206.1		CRD - Department of Energy Privacy Program
6/29/07	Notice	206.4		CRD - Personal Identity Verification
4/8/11	Order	210.2A		CRD – DOE Corporate Operating Experience Program
4/19/08	Order	221.1A		CRD - Reporting Fraud, Waste, and Abuse to the Office of Inspector General
2/25/08	Order	221.2A		CRD - Cooperation with the Office of Inspector General
3/4/11	Order	225.1B		CRD - Accident Investigations
8-30-11	Order	227.1		CRD – Independent Oversight Program
6-27-11	Order	231.1B		CRD – Environment, Safety and Health Reporting Compliance Note: This order requires additional reporting per DOE O 458.1 by August 2012.
8/30/11	Order	232.2		CRD – Occurrence Reporting and Processing of Operations Information
12/13/10	Order	241.1B		CRD - Scientific and Technical Information Management
11/10/11	Order	243.1A		CRD – Records Management Program
2/2/06	Order	243.2		CRD - Vital Records
4/19/10	Notice	251.79		Extension of DOE N 456.1, The Safe Handling of Unbound Engineered Nanoparticles, Until 4-19-11.
6/23/10	Notice	251.86		Extension of DOE N 234.1, Reporting of Radioactive Sealed Sources, until 5-6-11

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2/23/11	Order	252.1A		CRD - Technical Standards Program
11/19/09	Order	313.1		CRD – Management and Funding of the Departments Overseas Presence
10/18/07	Order	341.1A Parts: 1.a., 1.b., 2.a., 2.a.(1), 2.a.(2), 2.a.(3), 2.a.(4)(a), 2.a.(4)(b), 2.a.(4)(d), 2.a.(4)(f), 2.a.(4)(g) and 2.a.(4)(h)		CRD - Federal Employee Health Services
2/23/10	Order	350.1	³ 2/23/10	CRD - Contractor Human Resource Management Programs
11/16/11	Order	NA 350.2		CRD – Assignments to the Washington, D.C., Area
5/31/11	Order	350.2B		CRD – Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington D.C. Area
8/17/09	Order	410.2		CRD – Management of Nuclear Materials
4/21/05	Order	412.1A		Work Authorization System
10/28/08	Order	413.1B		CRD – Internal Control Program
4/19/06	Order	413.2B	Admin Chg 1 1/31/11	CRD - Laboratory Directed Research and Development
11/29/10	Order	413.3B		CRD – Program and Project Management for the Acquisition of Capital Assets
4/25/11	Order	414.1D		CRD – Quality Assurance
2/8/11	Policy	420.1		Department of Energy Nuclear Safety Policy Compliance Note: Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
2/22/05	Order	420.1B	¹ 4/19/10	CRD – Facility Safety Compliance Note: The Strategic Fire Safety Plan addresses a non-compliance to this Order, which was provided to and acknowledged by DOE. It is expected to take a number of years and additional staff effort to complete.
7/21/11	Order	420.2C		CRD – Safety of Accelerator Facilities

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DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
6/29/10	Order	422.1		CRD- Conduct of Operations Compliance Note: Applicable to Hazardous Category 1, 2, or 3 nuclear facilities and other facilities as defined by BSA in a Program Plan, to be approved by BHSO, for incorporating Conduct of Operations principles into BSA operations.
4/16/10	Order	425.1D		CRD – Verification of Readiness to Start Up or Restart Nuclear Facilities Compliance Note: Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
4/21/10	Order	426.2		CRD - Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
09/24/03	Order	430.1B	2 4/25/11	CRD – Real Property and Asset Management
4/21/10	Order	433.1B		CRD - Maintenance Management Program for DOE Nuclear Facilities Compliance Note: Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
6/5/09	Policy	434.1		Conduct and Approval of Select Agent and Toxin Work at Department of Energy Sites
7/9/99	Order	435.1	1 8/28/01	CRD - Radioactive Waste Management
7/9/99	Manual	435.1-1	1 6/19/01	Radioactive Waste Management Manual
5/2/11	Order	436.1		CRD – Departmental Sustainability
3/7/08	Manual	441.1-1		CRD - Nuclear Material Packaging Manual
6/6/01	Order	442.1A		CRD - Department of Energy Employee Concerns Program
7/29/11	Order	442.2		CRD – Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
3/17/11	Order	443.1B		CRD – Protection of Human Research Subjects
8/2/04	Policy	450.7		DOE Environment, Safety and Health Goals
7/21/11	Order	452.8		CRD - Control of Nuclear Weapon Data
5/31/11	Order	456.1		CRD – The Safe Handling of Unbound Engineered Nanoparticles
9/15/05	Policy	456.1		Secretarial Policy Statement on Nanoscale Safety
2/11/11	Order	458.1	Admin Chg 2 6/6/11	CRD- Radiation Protection of the Public and the Environment Compliance Note: Environmental Safety and Health Directorate is currently developing an implementation/cost plan. by September 1, 2012.

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DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
5/14/10	Order	460.1C		CRD - Packaging and Transportation Safety
12/22/04	Order	460.2A		CRD - Departmental Materials Transportation and Packaging Management
6/4/08	Manual	460.2-1A		Radioactive Material Transportation Practices Manual
12/20/10	Order	461.1B		CRD – Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
12/29/10	Policy	470.1A		Safeguards and Security Program
8/12/08	Order	470.3B		Graded Security Protection (GPS) Policy
7/21/11	Order	470.4B		CRD – Safeguards and Security Program
1/16/09	Manual	470.4-4A*	1 10/12/10	CRD – Information Security Manual Compliance Note: This Directive is cancelled by Order 471.6, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety.
3/1/10	Order	471.1B		CRD - Identification and Protection of Unclassified Controlled Nuclear Information
4/9/03	Order	471.3	Admin Chg 1 1/13/11	CRD - Identifying and Protecting Official Use Only Information
4/9/03	Manual	471.3-1	Admin Chg 1 1/13/11	CRD - Manual for Identifying and Protecting Official Use Only Information
6/20/11	Order	471.6		CRD – Information Security Compliance Note: Partial deletion of Manual 470.4-4A;
7/27/11	Order	472.2		CRD – Personnel Security
6/27/11	Order	473.3		CRD - Protection Program Operations
6/27/11	Order	474.2	Admin Chg 1 8/3/11	CRD – Nuclear Material Control and Accountability
12/10/04	Order	475.1		Counterintelligence Program
2/1/11	Order	475.2A		CRD – Identifying Classified Information
1/03/01	Manual	481.1-1A	1 9/28/01	Reimbursable Work for Non-Federal Sponsored Process Manual
1/12/01	Order	482.1		CRD - DOE Facilities Technology Partnering Programs
1/12/01	Order	483.1		CRD - DOE Cooperative Research and Development Agreements
1/12/01	Manual	483.1-1		DOE Cooperative Research and Development Agreements
8/17/06	Order	484.1	1 3/14/11	CRD - Reimbursable Work for the Department of Homeland Security

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DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
11/3/04	Order	522.1		CRD - Pricing of Departmental Materials and Services
1/6/03	Order	534.1B		CRD – Accounting
6/24/08	Order	551.1C		CRD - Official Foreign Travel
12/7/05	Order	580.1	1 5/8/08	CRD – Department of Energy Property Management Program

Appendix I - Part II

PARTIAL DELETIONS OF DIRECTIVES

DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE	DELETION DIRECTIVE DATE	SECTIONS DELETED
10/12/10	M 470.4-4A	Information Security Manual	Order 471.6	All, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety