

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED <i>(SEE ITEM 11)</i>	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				<input type="checkbox"/>		10B. DATED <i>(SEE ITEM 13)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication 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)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

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

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

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

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
 <i>(Signature of person authorized to sign)</i>		 <i>(Signature of Contracting Officer)</i>	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

14. DESCRIPTION OF AMENDMENT/MODIFICATION continued.

A. This modification is issued to update the following contract sections:

Contract Sections:

- (a) Part I – Section B – Supplies or Services and Prices/Costs
- (b) Part II – Section F – Period of Performance
- (c) Part III – List of Documents, Exhibits, Attachments – Section J
 - Appendix H – Small Business Subcontracting Plan FY 2025

B. Table of Changes**PART I – SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

The clauses titles shown below are accurate post-modifications.

Clause No.	Title	Change & Explanation
B.3	Performance and Other Incentive Fees	<p>Change: B.3 title from Performance Fee to “Performance and Other Incentive Fees”;</p> <p>Paragraph (b) “Award Term Earned” to add extension performance periods as follows: 01/05/25 to 9/30/2025 10/01/25 to 9/30/2026 10/01/26 to 9/30/2027 10/01/27 to 9/30/2028 10/01/28 to 01/04/2030</p> <p>Explanation: Award terms added to IAW DOE Secretary’s approval to continue BNL sponsorship as a FFRDC Memorandum, Subject “Approval to Continue Sponsorship of The Brookhaven National Laboratory as A Federally Funded Research and Development Center”, dated August 30, 2024.</p>

PART II – SECTION F – PERRIOD OF PERFORMANCE

The clauses titles shown below are accurate post-modifications.

Clause No.	Title	Change & Explanation
F.1	Period of Performance	<p>Change: Paragraph (a) “Period of Performance” revise date from January 4, 2025 to January 4, 2030.</p> <p>Add: Note for FFRDC agreement effective date through January 4, 2023.</p> <p>Explanation: Award terms added to IAW DOE</p>

		Secretary's approval to continue BNL sponsorship as a FFRDC Memorandum, Subject "Approval to Continue Sponsorship of The Brookhaven National Laboratory as A Federally Funded Research and Development Center", dated August 30, 2024.
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PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS

The clauses titles shown below are accurate post-modifications.

Clause No.	Title	Change & Explanation
H	Small Business Subcontract Plan FY 2025	Add: FY 2025 Small Business Subcontract Plan Explanation: Replace Appendix H FY 2024 Small Business Subcontract Plan with FY 2025 Small Business Plan.

C. All other Terms and Conditions remain unchanged.

END OF MODIFICATION

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.5 PROVISIONAL PAYMENT OF PERFORMANCE FEE.....3

B.1 SERVICE BEING ACQUIRED

The Contractor shall provide the personnel, facilities, equipment, materials, supplies, and services (except such facilities, equipment, materials, supplies and services as are furnished by the Government) necessary to perform the requirements and work set forth in this contract and shall perform such requirements and work in a quality, timely, and cost-effective manner.

B.2 OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

The amount presently obligated by the Government with respect to this contract is specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds". Other financial limitations are also specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds."

B.3 PERFORMANCE AND OTHER INCENTIVE FEES

(a) RESERVED

(b) In implementation of the Section I Clause entitled "DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount", the Parties have agreed that the maximum available performance fees that may be earned by the Contractor in accordance with the provisions of Section J, Appendix B entitled "Performance Evaluation and Measurement Plan", for the performance of the work under this contract commencing January 5, 2015 are as follows:

Base Contract Period:

Performance Period	Performance Fee
01/05/15 – 09/30/15	\$5,175,000.00
10/01/15 – 09/30/16	\$6,900,000.00
10/01/16 – 09/30/17	\$6,900,000.00
10/01/17 – 09/30/18	\$6,900,000.00
10/01/18 – 09/30/19	\$6,900,000.00
10/01/19 – 01/04/20	\$1,725,000.00

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

Award Term Earned:

Performance Period	Performance Fee
01/05/20 – 09/30/20	\$5,175,000.00
10/01/20 – 09/30/21	\$6,900,000.00
10/01/21 – 09/30/22	\$6,900,000.00
10/01/22 – 09/30/23	\$6,900,000.00
10/01/23 – 09/30/24	\$6,900,000.00
10/01/24 – 01/04/25	\$1,725,000.00

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

The purpose of this modification is to amend and update the contract as follows:

- Paragraph (c) of Clause B.3, *Performance and Other Incentive Fees* is revised as follows:
 - (c) If DOE determines that the Contract has earned Award Term extensions in accordance with the provision of Section F Clause, “Award Term Incentive” and the DEAR, the maximum available performance fee that may be earned by the Contract shall be:

Performance Period	Performance Fee
01/05/25 – 09/30/25	\$5,625,000.00
10/01/25 – 09/30/26	\$7,500,000.00
10/01/26 – 09/30/27	\$7,500,000.00
10/01/27 – 09/30/28	\$7,500,000.00
10/01/28 – 09/30/29	\$7,500,000.00
10/01/29 – 01/04/30	\$1,875,000.00

- (d) The maximum available annual performance fee that may be earned by the Contractor for any additional extensions of the period of performance beyond the ten (10) years listed in the tables above shall be subject to negotiation between the Parties consistent with the Department of Energy Acquisition Regulation (DEAR) in effect at the time the fee is negotiated.

- (e) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –
 - 1) Under the provisions of Section I Clause entitled “DEAR 970.5243-1 – Changes”, or other contract provisions; or
 - 2) For a +/- 10 percent change in the estimated fee base of \$7,500,000.00.
- (f) Any adjustment in the amount of the fee under the provisions of paragraph (e) for the fees specified in paragraph (b) and (c) above, or negotiation of fee under paragraph (d) above, will be in accordance with the fee policy then in effect, utilizing the adjusted fee base and maintaining the same fee ratio proposed (i.e. proposed vs. maximum) by the Contractor during the contract competition and reflected in the current contract.

proposed (i.e. proposed vs. maximum) by the Contractor during the contract competition and reflected in the current contract.

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this contract fee structure and separate additional subcontractor fee for teaming partners shall not be considered an allowable cost under the contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.

B.5 PROVISIONAL PAYMENT OF PERFORMANCE FEE

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances". The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

SECTION F

DELIVERIES OR PERFORMANCE

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F.1 PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 – Award Date, of Standard Form 33, and shall continue up to and including January 4, 2030, unless sooner terminated according to its terms. The contract may be extended in accordance with Section F.2 entitled “Award Term Incentive”.

Note that the modification extending the performance for the earned award term does not constitute an extension or renewal of the FFRDC sponsoring agreement. The renewal of the FFRDC will be processed in accordance with FAR, DEAR and agency procedures and the contract will be modified at a later date to reflect the FFRDC designation. The contract FFRDC designation and the FFRDC sponsoring agreement is effective through January 4, 2030.

- (b) The contract transition period is from award date through January 4, 2015. The Contractor will assume full operational control of the Laboratory on January 5, 2015.
- (c) The contract’s maximum period of performance, including the transition period and award term(s), if earned, shall not exceed 20 years, two (2) months.

F.2 AWARD TERM INCENTIVE

(a) Definitions

For purposes of this Section F.2:

- (1) “Award Term Determination Official (ATDO)” means the Department of Energy official designated to determine whether the Contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
- (2) “Base Term”, for purposes of Section F.2 only, means the period of performance commencing on the date the Contractor assumes full responsibility for the Laboratory pursuant to the provisions of Section H Clause entitled “Activities During Contract Transition”, through the end date specified in Section F.1 entitled “Period of Performance”.
- (3) All ratings of Contractor performance are defined in Section J, Appendix B entitled “Performance Evaluation and Measurement Plan”.

(b) Eligibility for Award Term Extensions

In order for the Contractor to earn a contract term extension pursuant to the award term incentive:

- (1) With respect to the first evaluation period (the date the Contractor assumes full responsibility for the Laboratory through September 30, 2015), the Contractor must have been assessed by the FDO to have achieved a score of at least 3.1 for both Science and Technology and Management and Operations, and meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO.
- (2) With respect to all other evaluation periods, the Contractor must have been assessed by the FDO to have achieved an overall score of at least a 3.5 for Science and Technology and an overall score of at least a 3.1 for Management and Operations for each performance evaluation period, and meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO. Provided, however, that the Contractor must also obtain a minimum score of at least 3.1 for each individual Science and Technology Goal and 2.8 for each individual Management and Operations Goal.

(c) Award Term Evaluation and Determination

- (1) The amount of award term that may be earned by the Contractor for each award term extension is 12 months. The Government may extend the contract term up to a total of 15 years beyond the five-year base term through implementation of this provision. The total contract term, including the transition period and award term(s), shall not exceed 20 years and two (2) months.
- (2) Evaluation of award term extensions will be conducted annually.
- (3) The ATDO will unilaterally determine if the Contractor: (i) meets eligibility requirements to earn an award term extension; and (ii) has earned

additional contract term. This determination will be made annually. After the ATDO determines that the Contractor has earned additional award term and after receipt of any necessary approvals, the Contracting Officer will unilaterally modify the contract to extend the term of the contract.

- (4) If the Contractor fails to earn the award term three (3) times, the Contractor becomes ineligible to earn any additional award term extension(s) under the contract.

(d) Conditions

- (1) This section does not confer any other rights to the Contractor other than the right to earn additional contract term as specified herein. Any additional contract term awarded to the Contractor under this section is subject to all of the other terms and conditions of this contract. Should the terms of this section conflict with the terms of any other section or clause under this contract, then this section shall be subordinate.
- (2) The Contractor's earning of an award term extension and the Contractor's right to perform an earned award term extension are subject to:
 - (i) The Government's continuing need for the contract's work;
 - (ii) The availability of funds; and
 - (iii) Bilateral contract modifications that incorporate changes to, or new, DOE policy or contract clauses.
- (3) The Government may make unilateral changes to the Performance Evaluation and Measurement Plan (or equivalent document) prior to the start of an award term evaluation period.
- (4) The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Contractor failing to earn or forfeiting award term.
- (5) A significant failure of Contractor's management controls as defined in the Section I Clause DEAR 970.5203-1 - Management Controls or a first degree performance failure as defined in the Section I Clause DEAR 970.5215-3 - Conditional Payment of Fee, Profit, and Other Incentives - Facility Management Contracts may result in the forfeiture of up to three (3) years of earned award term. This potential forfeiture is in addition to

other remedies provided for in the contract and is unilaterally determined by the ATDO.

- (6) If the ATDO determines that the Contractor has forfeited earned award term as allowed in item (5) above, the Contracting Officer will unilaterally modify the contract term.

F.3 FAR 52.242-15 – Stop Work Order (AUG 1989) (Alternate I) (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the

Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 STOP WORK AND SHUTDOWN AUTHORITY

FAR 52.242-15 – Stop Work Order (Alternate I), allows only the Contracting Officer to stop work or shutdown facilities for reasons other than harm or imminent danger to the environment or health and safety of employees and the public.

Due to the immediate need to stop work due to situations where the Contractor's acts or failures to act cause substantial harm or present an imminent danger to the environment or health and safety of employees or the public, any DOE employee may exercise the stop work authority contemplated in Section I Clause entitled "DEAR 970.5223-1 – Integration of Environment, Safety, and Health Into Work Planning and Execution".

F.5 PRINCIPAL PLACE OF PERFORMANCE

The principal place of contract performance is at the site of the Brookhaven National Laboratory, Upton, New York (Suffolk County, Long Island).

APPENDIX H

SMALL BUSINESS SUBCONTRACTING PLAN

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

FY2025 SMALL BUSINESS SUBCONTRACTING PLAN

Contractor:	Brookhaven Science Associates, LLC.
Contractor Address:	Brookhaven National Laboratory, P.O. Box 5000
City/State/Zip:	Upton, New York 11973-5000
Company Phone:	(631) 344-8000
Point of Contact:	Mary Rogers
POC Phone:	(631) 344-3251
POC Email:	mr Rogers@bnl.gov
Contract Number:	DE-SC0012704
Unique Entity Identifier	R85KZ9JP3NM3
Item/Service:	Management and Operation of BNL
Total Amount of Contract (Including Options):	\$7,184,533,793.67 (through mod 0286)
Period of Contract Performance:	01/05/2015 to 01/04/2025

I. Type of Plan

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

II. Goals

- a. Brookhaven Science Associates (BSA) has established separate dollar and percentage goals for Small Business (SB) (including Alaska Native Corporations [ANC] and Indian Tribes), Small Disadvantaged Business (SDB – including ANCs and Indian Tribes), Women-Owned Small Business (WOB), Historically Underutilized Small Business (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Veteran-Owned Small Business (VOSB) concerns (hereafter referred to the six Small Business categories) as subcontractors, as specified in FAR 19.704.
 1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$235,000,000.
 2. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and associated dollars are applicable to the contract cited above and will be pursued on a best-efforts basis consistent with good commercial practices and best value assessments.
 - (i) Total estimated dollar value and percent of planned subcontracting with Small Business (SB) (including ANCs and Indian Tribes): \$115,150,000 and 49%.
 - (ii) Total estimated dollar value and percent of planned subcontracting with Small Disadvantaged Business (SDB)/8(a) (including ANCs and Indian Tribes): \$11,750,000 and 5%.
 - (iii) Total estimated dollar value and percent of planned subcontracting with Woman-Owned Small Business (WOB): \$11,750,000 and 5%.

- (iv) Total estimated dollar value and percent of planned subcontracting with Historically Underutilized Small Business (HUBZone): \$7,050,000 and 3%.
- (v) Total estimated dollar value and percent of planned subcontracting with Service-Disabled Veteran-Owned Small Business (SDVOSB): \$7,050,000 and 3%.
- (vi) Total estimated dollar value and percent of planned subcontracting with Veteran-Owned Small Business (VOSB): \$7,050,000 and 3%.

Small Business Category	BSA Dollar Commitment	BSA Percent Commitment
SB	\$ 115,150,000	49%
SDB	\$ 11,750,000	5%
WOB	\$ 11,750,000	5%
HUBZone	\$ 7,050,000	3%
VOSB	\$ 7,050,000	3%
SDVOSB	\$ 7,050,000	3%

The following is an indication of the supplies and services to be subcontracted under this Contract, the six categories of Small Business (including ANCs and Indian Tribes), and Large Business.

Subcontracted Supplies/Services	SB	SDB	WOB	HUB	SDVOSB	VOSB	LB
A & E	X				X	X	X
Construction	X	X	X		X	X	X
R & D	X						X
Services	X	X	X	X	X	X	X
Materials & Supplies	X	X	X	X	X	X	X
Electrical	X	X	X	X	X	X	X
IT (Computer)	X	X	X	X	X	X	X
Equipment (Major)	X						X

- b. The goals for the six Small Business categories are based on consultations with the DOE. Potential suppliers will be identified while attending inreach and outreach events and by utilizing BSA's vendor database and various directories, including: System for Award Management (SAM), the DOE-Office of Small & Disadvantaged Business Utilization (OSDBU) Small Business Contacts Database, Women's Chamber of Commerce, New York U.S. Small Business Administration Long Island, New York U.S. Small Business Administration, The Suffolk County Women's Business Enterprise Coalition (SCWBEC), Apex Accelerators formerly known as Procurement Technical Assistance Center's (PTAC) Database, the Small Business Administration-Small Business Development Center (SBA-SBDC) databases, Hauppauge Industrial Association (HIA-LI), and sharing the Small Business databases from the other DOE National Labs, etc. The areas to be subcontracted to each target Small Business group have been determined by historic references and current needs. Capabilities to provide goods and services are determined on an individual basis.

c. Small Business Set-Aside Types:

BSA will use Small Business Set-Asides to support the Small Business goals stated above.

1. Small Business Set-Asides:

Each acquisition of supplies or services with an anticipated dollar value exceeding the Micro-Purchase Limit but not over the Simplified Acquisition Threshold (SAT) (FAR 2.101) will be reserved exclusively for Small Business concerns and shall be set aside for Small Business unless there is not a reasonable expectation of obtaining offers from two or more responsible Small Business concerns that are competitive in terms of market prices, quality, and delivery.

2. Construction Set-Asides:

Acquisition of construction estimated to cost \$4 million or less, including new construction, and repair and alteration of structures, shall be a Small Business Set-Aside. For acquisition in excess of \$4 million, Small Business will be considered on a case-by-case basis.

III. Sole Source Procurements:

BSA may award contracts on a sole-source basis to these types of Small Businesses:

- a. Small Business Administration (SBA) certified 8(a) Small Businesses; in accordance with FAR 19.805(a)(2) for purchases valued at: \$7 million or less for 8(a) Small Business within the North American Industry Classification System (NAICS) codes for manufacturing or \$4.5 million or less for Small Business within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC; and
- b. SBA certified Historically Underutilized (HUBZone) Small Businesses in accordance with FAR 19.1306(a)(2) for purchases valued at: (i) \$7 million or less for HUBZone Small Business within the NAICS codes for manufacturing or (ii) \$4.5 million or less for HUBZone Small Business within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC; and
- c. SBA certified Women Owned Small Businesses in accordance with FAR 19.1506(c)(1) for purchases valued at: (i) \$7 million or less for Women Owned Small Business within the NAICS codes for manufacturing or (ii) \$4.5 million or less for Women Owned Small Business within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC; and
- d. Service-Disabled Veteran-Owned (SDVOSB) Small Businesses in accordance with FAR 19.1406(a)(2) sole-source awards to Service-Disabled Veteran-Owned Small Business concerns for (i) \$7 million or less for requirement within the NAICS codes for manufacturing; or (ii) \$4 million for a requirement within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC.
- e. Set-Asides to Small Business for procurements less than the Simplified Acquisition Threshold (SAT).

To further facilitate Brookhaven National Laboratory's Small Business Program, BSA will, without further documentation to the file, and based on its unilateral decision, utilize the option of making awards without competition up to the SAT to Small Business concerns.

- f. A Protégé under a DOE Prime Contractor Mentor-Protégé Program can be awarded a contract on a noncompetitive basis, without the need for a sole-source justification for any value.
- g. Indirect costs have not been included in the dollar and percentage subcontracting goals stated above.

IV. **Program Administrator**

The Contractor's Subcontracting Program Administrator is:

Name: Mary Rogers
Title: Small Business Liaison Officer
Address: Brookhaven National Laboratory
Procurement & Property Management Division
Building 902B
Upton, New York 11973

Telephone: (631) 344-3251 Email: mrogers@bnl.gov

Duties: General overall responsibility for Brookhaven Science Associates (BSA) Subcontracting Program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- a. Developing and promoting Laboratory-wide policy initiatives that demonstrate BSA's support for awarding contracts and subcontracts to the six Small Business categories. Establish engagement with the Admin Forum and Policy Council to identify awards which would be appropriate for Small Business Set-Asides. Participate in proposal processes to identify the Small Business Set-Aside opportunities in the proposal process (LDRD, budget proposal process).
- b. Making arrangements for the utilization of various sources for the identification of the six Small Business categories through some of the following resources: System for Award Management (SAM), the DOE-OSDBU Small Business Contacts Database, GSA Office of Small Business, Women's Chamber of Commerce Database, the Procurement Technical Assistance Center's Database, the SBA-SBDC databases, sharing the Small Business databases from the other DOE National Labs, the National Minority Business Directory, etc. This effort will be focused on identification of reliable, competitive suppliers in the areas where achieving Small Business goals has been a challenge.
- c. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the BSA's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned

small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- d. Ensuring Small Businesses are made aware of subcontracting opportunities and basic prerequisites for the preparation of a responsive bid. Identifying Small Business subcontracting opportunities at outreach forums.
- e. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small-disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- f. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small-disadvantaged business, and women-owned small business firms.
- g. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://dsbs.sba.gov/search/dsp_dsbs.cfm.
- h. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- i. Inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern for all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract.
- j. Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
- k. Conducting or arranging for training for procurement personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.
- l. Supporting the Procurement and Property Management (PPM) Chief Procurement Officer and Compliance Supervisor in randomly reviewing procurements to ensure the maximum possible participation of the six Small Business categories.
- m. Monitoring the over \$750,000 (\$1,500,000 for construction) Large Business subcontractors' performance and making suggestions for the utilization of Small Business, where applicable, so that any adjustments necessary to achieve the subcontracting plan goals can be made.
- n. Coordinating BSA's activities during compliance reviews by Federal agencies.

- o. Ensuring the integrity of supplier information by reviewing the Representations and Certifications, ensuring that supplier NAICS codes and socioeconomic classifications are included in the descriptions of new suppliers.

V. **Contractor Assurances**

In accordance with FAR 52.219-9, BSA provides the following assurances in the execution of the Small Business Subcontracting Plan. Under the

- a. BSA will include the clause entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities and will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- b. BSA will cooperate in any studies or surveys as may be required.
- c. BSA will submit periodic reports so that the Government can determine the extent of compliance with the subcontracting plan.
- d. BSA will include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies.
- e. BSA will prepare, input and submit timely subcontracting reporting - Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR) - through the Electronic Subcontracting Reporting System (eSRS) in accordance with FAR 52.219-9 and Management & Operating Subcontract Reporting Capability (MOSRC) system.
- f. BSA will ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.
- g. BSA will provide its prime contract number, its unique entity identifier, and the e-mail address of the Small Business Liaison (BSA official responsible for acknowledging receipt of or rejecting the ISRs) to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs
- h. BSA will require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- i. BSA will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to payment to or utilization of a subcontractor.
- j. BSA will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor.

VI. **Equitable Opportunity**

BSA will ensure that Small Businesses have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

- a. Utilization of the Internet to obtain new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
 - (i) Presenting workshops, seminars, and/or training programs including training in the use of the SAM.
 - (ii) Establishing, maintaining, and using Small Business source lists, guides, and other data for soliciting subcontracts, and encouraging procurement staff to utilize this data.
 - (iii) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Outreach efforts to promote Small Business development will include:
 - (i) Maintaining an annual list of outreach events and activities to attend and participate in.
 - (ii) Providing contact information for 8(a) and HUBZone Small Businesses to assist them in achieving SBA certification.
 - (iii) Maintaining an internal Small Business Policy.
 - (iv) Participating in DOE Small Business Program Manager conference calls.

VII. **Flow-Down Clauses**

BSA will continue to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. BSA will also require all subcontractors, except Small Business concerns and foreign suppliers, that receive subcontracts in excess of \$750,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan."

These plans will be reviewed against the provisions of Public Law 95-507 to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals will be determined on a case-by-case basis depending on the supplies/services involved, the availability of the six potential Small Business categories, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

VIII. **Reporting and Cooperation**

BSA will (1) cooperate in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submit any periodic reports required under its Prime Contract, such as utilization reports, which show compliance with the subcontracting plan; (3) submit timely "Subcontracting Report for Individual Contracts (ISR)," and "Summary Subcontract Report (SSR)," in

accordance with the instructions identified on the eSRS website (www.esrs.gov); (4) and ensure that Large Business subcontractors with subcontracting plans provide electronic input to the eSRS as required.

<u>Reporting Period</u>	<u>Report Type</u>	<u>Due Date</u>
Oct 1 – Mar 31	ISR	04/30
Apr 1 – Sep 30	ISR	10/30
Oct 1 – Sep 30	SSR	10/30
Monthly	MOSRC	20 th of each month

IX. **Document Retention**

Records will be maintained to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. A list of sources, guides, and other data used to identify suppliers and vendors.
- b. Records of organizations contacted, events attended, and engagement efforts to locate potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small-disadvantaged business, and women-owned small business concerns.
- c. The procurement files for all subcontract solicitations over the Simplified Acquisition Threshold will contain AMS-Form-002 or other approved process, which indicates for each solicitation whether Small Businesses were solicited, and if any of the solicited Small Business concerns received a subcontract award, as well as a justification for not soliciting Small Businesses or failure to award a subcontract to a solicited Small Business (if not, why not).
- d. Records of outreach efforts to contact:
 - i. Trade associations;
 - ii. Business development organizations;
 - iii. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and,
 - iv. Veterans service organizations.
- e. Documents to support internal guidance and encouragement, provided to Buyers through:
 - i. Workshops, seminars, training programs; and
 - ii. Monitoring of activities to evaluate compliance.
- f. On a contract-by-contract basis, records to support award data submitted by BSA to the Government, including the name, address, and business size of each subcontractor.
- g. Representations and Certifications Information:
 - (i) 8(a) certification approvals through copies of their SBA certification letter.
 - (ii) Confirmation of HUBZone certification will be verified by searching the companies' profile in the System for Award Management (SAM) database.

X. **Mentor-Protégé Program**


BSA has established and implemented an official DOE approved “Mentor-Protégé” in accordance with U.S. Department of Energy acquisition regulation (DEAR Part 19). The Small Business Liaison Officer is the individual designated to administer this program.

XI. **Description of Good Faith Effort**

BSA intends to use all reasonable and good faith efforts as described in this plan to award the stated percentages of the final actual subcontract base amount to the six Small Businesses categories. The following steps will be taken:

- a. Issue and promulgate company-wide policy statements in support of Small Businesses. Develop written procedures and work instructions and assign specific responsibilities regarding requirements of the applicable public law.
- b. Review specific procurement actions for possible acquisition from eligible Small Businesses.
- c. Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress.
- d. Train and motivate the procurement personnel regarding the need for the support of Small Businesses.
- e. Assist Small Businesses by helping with questions on solicitations, quantities, specifications, and delivery requirements.
- f. Counsel and discuss subcontracting opportunities with Small Businesses.
- g. Execute Service Agreements, Teaming Agreements, and Basic Ordering Agreements with Small Business from the six qualified Small Business categories, as required, in an attempt to ensure availability and usage of subcontractor personnel to support work efforts when required.
- h. Establish and maintain a categorized list of potential subcontractors, including name, address, telephone number, email address, product/service sold, initials of the Buyer and/or Contracts Specialist lead given to, and identification of the socioeconomic Small Business category.

This FY2025 subcontracting plan was submitted by:

Signature:  Digitally signed by Paul
Date: 2024.11.15 13:03:20
- 05 '00 Date: _____

Paul Pierson
Chief Procurement Officer
Brookhaven National Laboratory

Approval:

Robert P.
Gordon

Digitally signed by Robert
P. Gordon
Date: 2024.11.26 16:09:12
-05'00'

Signature: _____ Date: _____

Robert P. Gordon
U.S. Department of Energy
Brookhaven Site Office