Department of Energy
Fermi Site Office
Post Office Box 2000
Batavia, Illinois 60510

SEP 2 7 2007

Dr. Piermaria J. Oddone, President
Fermi Research Alliance, LLC
P. O. Box 500, MS 105
Batavia, Illinois 60510

Dear Dr. Oddone:

SUBJECT: MODIFICATION NO. M009 TO CONTRACT NO. DE-ACO2-07CH11359

Enclosed is an executed copy of the subject contract modification. This modification updates PART I - SECTION H and PART II - SECTION I of the prime contract. In addition, the modification also incorporates a revised Appendix I/List B into the contract.

If you have any questions or comments regarding the subject matter, please contact Dennis L. Wilson, of my staff, at (630) 840-5441.

Sincerely,

Joanna M. Livengood

Dr. Joanna M. Livengood
Site Manager

Enclosure:
As Stated

cc: Y.-K. Kim, Fermilab, w/encl.
B. Chrisman, Fermilab, w/encl.
D. Carlson, Fermilab, w/encl.
C. Conger, Fermilab, w/encl.
C. Trimby, Fermilab, w/encl.
G. Leonard, Fermilab, w/encl.
B. Grant, Fermilab, w/encl.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
IT	1	19

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M009	September 4, 2007		

6. ISSUED BY CODE
U.S. Department of Energy
Chicago Office
9800 South Cass Avenue
Argonne, IL 60439

7. ADMINISTERED BY *(If other than Item 6)* Code
Fermi Site Office
P. O. Box 2000
Batavia, IL 60510

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*
Fermi Research Alliance, LLC
355 1ST Street
Batavia, Illinois 60510

DUNS 62-639-9831

CODE | FACILITY CODE

(✓)	
	9.A. AMENDMENT OF SOLICITATION NO.
√	9.B. DATED *(SEE ITEM 11)*
√	10.A. MODIFICATION OF Contract/Order NO. DE-AC02-07CH11359
	10.B. DATED *(SEE ITEM 13)* November 1, 2007

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 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 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)*

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 3 copies to the issuing office.

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

See Page 2 of this modification

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Dr. Piermaria Oddone, President Fermi Research Alliance, LLC		Dennis L. Wilson Contracting Officer	
15B. CONTRACTOR/OFFEROR Piermaria Oddone *(Signature of person authorized to sign)*	15C. DATE SIGNED 9-25-07	16B. UNITED STATES OF AMERICA BY Dennis Wilson *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/26/07

14. Description of Amendment/Modification:

The attached PART I - SECTION H, SPECIAL CONTRACT REQUIREMENTS- TABLE OF CONTENTS, replaces the PART I - SECTION H, SPECIAL CONTRACT REQUIREMENTS- TABLE OF CONTENTS, previously incorporated into this agreement under Modification No. 000.

PART I - SECTION H, SPECIAL CONTRACT REQUIREMENTS, previously incorporated into this contract under Modification No. 000 is hereby revised as follows:

1. The following CLAUSE H.7 – PRIVACY ACT RECORDS, attached hereto and made a part hereof, replaces the CLAUSE H.7 – PRIVACY ACT RECORDS previously incorporated into this agreement under Modification No. 000.

   "CLAUSE H.7 - PRIVACY ACT RECORDS

   In accordance with the Privacy Act of 1974, 5 U.S.C. 552a (Public Law 93-579) and implementing DOE Regulations (10 CFR 1008), the Contractor shall maintain the following "Systems of Records" on individuals in order to accomplish the United States Department of Energy functions:

   Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites (DOE-52)

   Employee and Visitor Access Control Records (DOE-51)

   Personnel Medical Records (DOE-33) (respecting DOE employees)

   Personnel Radiation Exposure Records (DOE-35) (respecting DOE and Contractor employees)

   The parenthetical Department of Energy number designations for each system of records refers to the official "System of Records" number published by the United States Department of Energy in the Federal Register pursuant to the Privacy Act.

   If DOE requires the Contractor to design, develop, or maintain additional systems of Government-owned records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974 and 10 CFR 1008, the Contracting Officer, or designee, shall so notify the Contractor, in writing, and such Privacy Act system shall be deemed added to the above list whether incorporated by formal contract modification or not. The Parties shall mutually agree to a schedule for implementation of the Privacy Act with respect to each such system."

2. The following CLAUSE H.46 – ENVIRONMENTALLY PREFERABLE PURCHASING FOR DESKTOP OR LAPTOP COMPUTERS OR MONITORS is hereby incorporated into this contract as follows:

"CLAUSE H.46 - ENVIRONMENTALLY PREFERABLE PURCHASING FOR DESKTOP OR LAPTOP COMPUTERS OR MONITORS

When the contract requires the specification or delivery of desktop or laptop computers or monitors in a DOE facility, the contractor will specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE 1680-2006 Standard, provided such products are available, are life cycle cost efficient, and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net."

PART II - SECTION I, CONTRACT CLAUSES, previously incorporated into this contract under Modification No. 000 is hereby revised as follows:

1. The following CLAUSE I.4 – FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Sept 2006), attached hereto and made a part hereof, replaces the CLAUSE I.4 – FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) previously incorporated into this agreement under Modification No. 000.

   "CLAUSE I.4 – FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)

   (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

   (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

   (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold."

2. The following CLAUSE I.10A – FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006), attached hereto and made a part hereof, replaces the CLAUSE I. 10A – FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006) previously incorporated into this agreement under Modification No. 000.

   "CLAUSE I.10A – FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

3. The following CLAUSE I.12 – FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006), attached hereto and made a part hereof, replaces the CLAUSE I.12 – 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) previously incorporated into this agreement under Modification No. 000.

"CLAUSE I.12 – FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.
(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment."

4. The following CLAUSE I.18 – FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEPT 2006), attached hereto and made a part hereof, replaces the CLAUSE I.18 – 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) previously incorporated into this agreement under Modification No. 000.

"CLAUSE I.18 – FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEPT 2006)

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—
"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.
"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.,* division, plant, or product line).
"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.
"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.
"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business,

service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.,* existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.,* outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
(i) Small business concerns;
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.
(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $550,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;
(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector."

5. The following CLAUSE I.26 – FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007), attached hereto and made a part hereof, replaces the CLAUSE I.26 – FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002) previously incorporated into this agreement under Modification No. 000.

"CLAUSE I.26 – FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.
(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive

Order 11246, as amended, and rules and regulations that implement the Executive Order.
(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1."

6. The following CLAUSE I.28 – FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006), attached hereto and made a part hereof, replaces the CLAUSE I.28 – FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) previously incorporated into this agreement under Modification No. 000.

"CLAUSE I.28 – FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

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

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
(2) Who customarily and regularly directs the work of two or more other employees;
(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
(4) Who customarily and regularly exercises discretionary powers; and
(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.
"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
(i) Rated at 30 percent or more; or
(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.,* a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
(2) A person who was discharged or released from active duty because of a service-connected disability.
"Veteran of the Vietnam era" means a person who—

and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability*. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment,

qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance."

7. The following CLAUSE I.30 – FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006), attached hereto and made a part hereof, replaces the CLAUSE I.30 – 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) previously incorporated into this agreement under Modification No. 000.

"CLAUSE I.30 – FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;
(2) The information will be kept confidential;
(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor."

8. The following CLAUSE I.58 – FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2006), attached hereto and made a part hereof, replaces the CLAUSE I.58 – FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006) previously incorporated into this agreement under Modification No. 000.

"CLAUSE I.58 – FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2006)

(a) *Definitions.* As used in this clause—
"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of

any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract."

PART III - SECTION J.9, APPENDIX I/LIST B: List of Applicable Directives-DOE ORDERS AND NOTICES, dated June 2007, attached hereto and made a part hereof, replaces the APPENDIX I/LIST B: List of Applicable Directives -DOE ORDERS AND NOTICES, dated December 2005 previously incorporated into this agreement under Modification No. 000.

PART III - SECTION J.9, APPENDIX I/LIST B-FERMILAB WORK SMART STANDARDS, dated October 1, 2006, attached hereto and made a part hereof, replaces the APPENDIX I/LIST B- FERMILAB WORK SMART STANDARDS, dated September 2005 previously incorporated into this agreement under Modification No. 000.

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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ATTACHMENT J.9

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DOE DIRECTIVES/LIST B

Applicable to the Operation of
Fermi National Accelerator Laboratory

Contract No. DE-AC02-07CH11359

List B - List of Applicable Directives

APPENDIX I

DOE ORDERS AND NOTICES

APPLICABLE FOR IMPLEMENTATION
UNDER CONTRACT NO. DE-AC02-07CH11359

List B - List of Applicable Directives

June 2007

ORDERS/ NOTICES	DATES	TITLE
110.3A	**1/25/07**	**Conference Management**
130.1	9/29/95	Budget Formulation Process
142.3	6/18/04	Unclassified Foreign Visits and Assignments Program
151.1C	11/02/05	Comprehensive Emergency Management System
200.1	9/30/96	Information Management Program
N 203.1	10/02/00	Software Quality Assurance
205.1A	**12/04/06**	**Department of Energy Cyber Security Management Program**
N 205.2	11/01/99	Foreign National Access To DOE Cyber Systems
N 205.3	11/23/99	Password Generation, Protection, and Use
N 205.8	02/11/04	Cyber Security Requirements for Wireless Devices and Information Systems

ORDERS/ NOTICES	DATES	TITLE
N 205.9	02/19/04	Certification and Accreditation for Information Systems Including National Security Systems
N 205.10	02/19/04	Cyber Security Requirements for Risk Management
N 205.11	02/19/04	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems
N 206.3	11/22/05	Personal Identity Verification
221.1	3/22/01	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
221.2	3/22/01	Cooperation with the Office of Inspector General
226.1	9/15/05	Implementation of Department of Energy Oversight Policy
241.1A Change 1	10/14/03	Scientific and Technical Information Management
243.1	2/3/06	Records Management Program
251.1A	1/30/98	Directives System
252.1	11/19/99	Technical Standards Program
350.1 Chg.1	9/30/96 5/08/98	Contractor Human Resource Management Programs
350.2A	10/29/03	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area
412.1A	4/21/05	Work Authorization System
413.1A	4/18/02	Management Control Program
413.2B	04/19/06	Laboratory Directed Research and Development
413.3A	7/28/06	Program and Project Management for the Acquisition of Capital Assets
DOE MANUAL 413.3-1	3/28/03	Project Management for the Acquisition of Capital Assets
414.1C	6/17/05	Quality Assurance
430.1B	09/24/03	Real Property Asset Management
430.2A	04/15/02	Departmental Energy and Utilities Management

ORDERS/ NOTICES	DATES	TITLE
440.2B Chg.1	**11/19/06**	**Aviation Management and Safety**
443.1	05/15/00	Protection of Human Subjects
442.1A	06/06/01	DOE Employee Concerns Program
DOE Manual 450.4-1	**11/01/06**	**Integrated Safety Management System Manual**
470.2B	10/31/02	Independent Oversight and Performance Assurance Program
470.4	08/26/05	Safeguards and Security Program (Only the Manuals referenced in the Order are incorporated.)
471.3	4/09/03	Identifying and Protecting Official Use Only Information
475.1	12/10/04	Counterintelligence Program
N481.1A	4/21/03	Reimbursable Work for Department of Homeland Security
481.1C	01/24/05	Work for Others (Non-Department of Energy Funded Work)
482.1	1/12/01	DOE Facilities Technology Partnering Programs
483.1	1/12/01	DOE Cooperative Research and Development Agreements
484.1	**8/17/06**	**Reimbursable Work for Department of Homeland Security**
522.1	11/03/04	Pricing of Departmental Materials and Services
534.1B	1/06/03	Accounting
551.1B	8/19/03	Official Foreign Travel
580.1	12/07/05	Department of Energy Personal Property Management
1220.1A Chg. 1	06/28/01	Congressional and Intergovernmental Affairs
1450.4	11/12/92	Consensual Listening-In to or recording telephone/radio conversations
5400.5 Chg. 1 Chg. 2	2/08/90 6/05/90 1/07/93	Radiation Protection of the Public and the Environment *(Only Chapter 2, Section 1; and Chapter 3, as stated in the N & S set)*
DOE Std. 1090-2004	June 2004	Hoisting and Rigging Standard

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LIST B - FERMILAB WORK SMART STANDARDS

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10 CFR 1021 (DOE NEPA rules)
10 CFR 1022 (Compliance with Floodplain/Wetlands environmental review requirements)
10 CFR 1046 Subpart B, App. A, Chapter X, par. H through I inclusive. (Physical protection of security interests, protective force
10 CFR 835 (Occupational radiation protection - applicable and enforceable portions)
10 CFR 850 (Chronic Beryllium Disease Prevention Program)
10 CFR 851 (Worker Safety and Health Program)
10 CFR 860 (Trespass to land owned & leased by the U.S. Government)
17 IAC 525 and permit pursuant (Nuisance animal trapping permits)
17 IAC 3702 (Construction and Maintenance of Dams)
18 U.S. Code Sections 841-848 (Use, or threat of use, of explosives; includes civil disorders)
28 CFR 36 (Section 302(b)(2) of the Americans with Disabilities Act and Section 4.1.3(9) of the ADAAG -- accommodations and
29 CFR 1903.13 (Imminent danger)
29 CFR 1903.2 (Posting of notice...)
29 CFR 1904 (Recordkeeping and reporting occupational injuries and illnesses)
29 CFR 1910 (OSHA general industry standards - applicable and enforceable portions)
29 CFR 1926 (OSHA construction industry standards - applicable and enforceable portions)
29 CFR 1928 Subpart C (Roll-over protective structures - applicable and enforceable portions)
29 CFR 1928 Subpart D (Safety for agricultural equipment - applicable and enforceable portions)
29 CFR 1977.12 (Exercise of any right afforded by the Act)
29 CFR 1977.4 (Persons prohibited from discriminating)
29 IAC Chapter 1, Subchapter f (Emergency services, disasters, and civil defense /ESDA/ chemical safety)
33 CFR 320-323, 328-330 (Army Corp of Engineers wetlands regs)
35 IAC (State of IL environmental regs - applicable and enforceable portions)
36 CFR 60, 63, 65 (National historic landmark program)
36 CFR 78-79 (NHPA waiver and collection curation regs)
36 CFR 800 (Protection of historic and cultural properties)
40 CFR (Federal environmental regs - applicable and federally-enforceable portions)
41 IAC 100 (Fire prevention and safety)
41 IAC 120 (Boiler and pressure vessels)
41 IAC 140 (Policy and procedures manual for fire protection personnel)
41 IAC 160 (Storage, transportation, sale and use of gasoline and volatile oils: rules relating to general storage)

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October 1, 2006

41 IAC 170 (Storage, transportation, sale and use of petroleum and other regulated substances)
41 IAC 180 (Storage, transportation, sale and use of volatile oils)
43 CFR 7 (Archaeological collections)
49 CFR (Offsite) Parts 100-177 (Applicable Parts) Parts 178-199 (Applicable Parts) Parts 382-399 (Applicable Parts)
49 CFR (Onsite) Parts 382-399 (Applicable Parts) 177.848 (Segregation Table for Hazardous Materials)
50 CFR 17 (Endangered species rules)
71 IAC 400 (Illinois accessibility code, Subparts C-F)
77 IAC 830 (Structural pest control code)
77 IAC 855 (Rules for Asbestos Abatement for Public & Private Schools and Commercial & Public Buildings in Illinois)
77 IAC 890 (Plumbing code)
77 IAC 900 (Drinking water systems requirements)
77 IAC 905 (Private Sewage Disposal Code)
77 IAC 920 (Water well construction code)
77 IAC 925 (Well pump installation)
92 IAC 700 and all permits pursuant (Construction in water course permit application)
92 IAC 704 and all permits pursuant (Regulation of public waters)
92 IAC 708 and all permits pursuant (Floodway construction permit application)
105 ILCS 105 (Asbestos Abatement Act)
225 ILCS 207 (Commercial and Public Building Asbestos Abatement Act)
ACGIH Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices, 2005
ANSI A 17.1 (Elevator Construction)
ANSI A 17.3 (Elevator Maintenance)
ANSI A 39 (Window Washing)
ANSI B11 series (Metalworking - applicable portions)
ANSI B15.1 (Power transmission apparatus)
ANSI O1.1 (Woodworking machinery)

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LIST B - FERMILAB WORK SMART STANDARDS

October 1, 2006

ANSI Z88.2 (Respiratory Protection) 1992
ANSI Z136.1 (Lasers), 2000
AWS (American Welding Standard) Z 49.1 (Cutting, Welding and Hot Work Activities) 1999 version
ANSI/ASHRAE 15 (Mechanical refrigeration)
ANSI/ASME B30.10 (Hooks)
ANSI/ASME B30.11 (Monorails and Underhung Cranes) 1993
ANSI/ASME B30.16 (Overhead Hoists (Underhung)) 1993
ANSI/ASME B30.17 (Overhead and Gantry Cranes (Top Running Bridge, Single Girder, Underhung Hoist)) 1992
ANSI/ASME B30.2 (Overhead and gantry cranes)
ANSI/ASME B30.20 (Below the hook lifting devices)
ANSI/ASME B30.21 (Manually Lever Operated Hoists) 1994
ANSI/ASME B30.22 (Articulating Boom Cranes) 1993
ANSI/ASME B30.5 (Mobile and locomotive truck cranes)
ANSI/ASME B30.9 (Slings)
ANSI/ASME B31.1 (Power piping) 2001, B31.1a 2002, Addenda to b 31.1 2001
ANSI/ASME B31.3 (Process Piping) 2004
ANSI/ASME B31.5 (Refrigeration piping) 2001
ANSI/ASME B31.8 (Gas transmission and piping systems) 2003
ANSI/ASME B31.9 (Building Services Piping) 1996
Archaeological and Historic Preservation Act of 1974 (P.L. 93-291)
Archaeological Resources Protection Act of 1979 [amended], 16 USC 470aa et seq.
ASME Pressure Vessel Code - Section VIII
ASME B20.1-1996 (Safety Standard for Conveyors & Related Equipment)
Atomic Energy Act of 1954 [amended], 42 USC 2011 et seq.
ANSI N323A-1997 (Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments)
ANSI N323D-2002 (American National Standard for Installed Radiation Protection Instrumentation)
Batavia Code of Regulations, City Ordinance, Section 8-3-10-3
International Building Code Fire Prevention Code (latest edition)
International Building Code (latest edition)
Boiler & Pressure Vessels of the Illinois Office of the State Fire Marshall - applies to CUB Boilers Only

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LIST B - FERMILAB WORK SMART STANDARDS

October 1, 2006

RCRA Part B Permit (Illinois Log #131), including Emergency Contingency plan
RCRA, 42 USC 6901 et seq.
Recommended standards for Water Works, Great Lakes Upper Mississippi R. Bd. of State Public Health & Environmental
Safe Drinking Water Act, 42 USC 300f et seq.
SFAR 62 (Suspension of certain aircraft operations from the transponder...)
Standard Methods for the Examination of Water and Wastewater, 18th Ed., APHA (1992)
Standards and Specifications for Soil Erosion and Sediment Control, 10/87, IEPA 87-102
TSCA, 15 USC 2601 et seq.
UL Listing
Uniform Federal Accessibility Standards, Chapter 4, Accessible Elements and Spaces: Scope and Technical Requirements
Energy Solutions LLC Bulk Waste Disposal and Treatment Facilities Waste Acceptance Criteria

Rather than attempt a precise analysis of all necessary standard citations to exclude non-applicable parts, inclusive citations were made qualified by the phrase "applicable and enforceable parts thereof."

To the extent these standards apply to DOE and not the contractor, the contractor will assist DOE in complying with them.

This Set does not change any existing Federal, State or local enforcement authority.

For standards not applicable as a matter of law (other than FESHM provisions), the applicable version shall be the revision in effect on July 14, 1995, unless otherwise indicated. For FESHM provisions, the applicable version shall be the most recent version established through the procedures set forth in Appendix I.