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

MAY 29 2008

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

Dear Dr. Oddone:

SUBJECT: PROPOSED MODIFICATION NO. M024 TO CONTRACT NO. DE-ACO2-07CH11359

Enclosed are four copies of the subject contract modification for your review and signature. This modification updates PART I - SECTION H and PART II - SECTION I of the prime contract. This modification also updates Part III, ATTACHMENT J.5, APPENDIX E, Key Personnel, and Part III, ATTACHMENT J.8, APPENDIX H, SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS...of the prime contract.

If the proposed modification is acceptable, please have three copies executed on behalf of Fermi Research Alliance and returned to this office. Upon receipt, the modification will be countersigned and a fully executed copy will be returned for your files.

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

Sincerely,

Dr. Joanna M. Livengood
Site Manager

Enclosure:
As Stated

cc: Y.-K. Kim, Fermilab, w/encl.
B. Chrisman, Fermilab, w/encl.
G. Leonard, Fermilab, w/encl.
W. Schmidt, Fermilab, w/encl.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
IT	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M024	See Block 16C		

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)* Part II, Section I, Clause I.119 –DEAR 970. 5232-4

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		Kristin E. Palmer Contracting Officer	
15B. CONTRACTOR/OFFEROR Piemaria Oddone *(Signature of person authorized to sign*	15C. DATE SIGNED 6-5-08	16B. UNITED STATES OF AMERICA BY Kristin S. Palmer *(Signature of Contracting Officer)*	16C. DATE SIGNED 6/5/08

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. M009.

PART I - SECTION H, SPECIAL CONTRACT REQUIREMENTS, previously incorporated into this contract under the base agreement is hereby revised as follows:

CLAUSE H.46 – ENVIRONMENTALLY PREFERABLE PURCHASING FOR DESKTOP OR LAPTOP COMPUTERS OR MONITORS, previously incorporated into this contract under Modification M009, is hereby deleted.

The attached PART II - SECTION I, CONTRACT CLAUSES - TABLE OF CONTENTS, replaces the PART II - SECTION I, CONTRACT CLAUSES - TABLE OF CONTENTS, previously incorporated into this agreement under the base agreement.

PART II - SECTION I, CONTRACT CLAUSES, previously incorporated into this contract under the base agreement is hereby revised as follows:

1. The following CLAUSE I.8A – FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT is hereby incorporated into this contract as follows:

"CLAUSE I.8A – FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Dec 2007)

(a) *Definition.*
"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*
(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
(i) Have a written code of business ethics and conduct; and
(ii) Provide a copy of the code to each employee engaged in performance of the contract.
(2) The Contractor shall promote compliance with its code of business ethics and conduct.

(c) *Awareness program and internal control system for other than small businesses.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period—
(1) An ongoing business ethics and business conduct awareness program; and
(2) An internal control system.

(i) The Contractor's internal control system shall—
(A) Facilitate timely discovery of improper conduct in connection with Government contracts; and
(B) Ensure corrective measures are promptly instituted and carried out.
(ii) For example, the Contractor's internal control system should provide for—
(A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;
(B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
(C) Internal and/or external audits, as appropriate; and
(D) Disciplinary action for improper conduct.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days, except when the subcontract—
(1) Is for the acquisition of a commercial item; or
(2) Is performed entirely outside the United States. "

2. The following CLAUSE I.8B – FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) is hereby incorporated into this contract as follows:

"CLAUSE I.8B – FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (Dec 2007)

(a) *Definition.*
"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—
(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
(3) Any required posters may be obtained as follows:

Poster(s)	***Obtain from***
DOE Hotline Poster	http://i.g.energy.gov/hotline.htm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or
(2) Is performed entirely outside the United States."

3. The following CLAUSE I.10B – FAR 52.204-10 REPORTING SUBCONTRACT AWARDS is hereby incorporated into this contract as follows:

"CLAUSE I.10B – FAR 52.204-10 REPORTING SUBCONTRACT AWARDS (Sep 2007)

(a) *Definition. Subcontract*, as used in this clause, means any contract as defined in FAR Subpart 2.1 entered into by the Contractor to furnish supplies or services for performance of this contract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders, but does not include contracts that provide supplies or services benefiting two or more contracts.
(b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282) requires establishment of a pilot program for a single searchable website, available to the public at no charge that includes information on Federal subcontracts.

(c) Within thirty days after the end of March, June, September, and December of each year through 2008, the Contractor shall report the following information at www.esrs.gov for each subcontract award with a value greater than $1 million made during that quarter. (The Contractor shall follow the instructions at www.esrs.gov to report the data.)

(1) Name of the subcontractor.
(2) Amount of the award.
(3) Date of award.
(4) The applicable North American Industry Classification System code.
(5) Funding agency or agencies.
(6) Award title descriptive of the purpose of the action.
(7) Contract number.
(8) Subcontractor location including address.
(9) Subcontract primary performance location including address.
(10) Unique identifier for the subcontractor."

4. The following CLAUSE I.20A – FAR 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION is hereby incorporated into this contract as follows:

"CLAUSE I.20A – FAR 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (June 2007)

(a) *Definitions*. As used in this clause—
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts—
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at
http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
The Contractor represents that it o is, o is not a small business concern under NAICS Code _____ assigned to contract number _____.
[*Contractor to sign and date and insert authorized signer's name and title*]. "

5. The following CLAUSE I.30B – FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS is hereby incorporated into this contract as follows:

"CLAUSE I.30B – FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (Aug 2007)

(a) *Definitions*. As used in this clause—
"Coercion" means—
(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.
"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
"Involuntary servitude" includes a condition of servitude induced by means of—
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.
"Severe forms of trafficking in persons" means—
(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract; or
(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—
(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;
(2) Required subcontractor termination;
(3) Suspension of contract payments;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts."

6. The following CLAUSE I.30C – FAR 52.223-2 <u>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS</u> is hereby incorporated into this contract as follows:

"CLAUSE I.30C – FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (Dec 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 *et seq.*). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.usda.gov/biopreferred."

7. The following CLAUSE I.38A – FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS is hereby incorporated into this contract as follows:

"CLAUSE I.38A – FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (Dec 2007)

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

"Energy-efficient product"—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or
(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—
(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—
(1) ENERGY STAR® at http://www.energystar.gov/products; and
(2) FEMP at
http://www1.eere.energy.gov/femp/procurement/eep_requirements.html."

8. The following CLAUSE I.38B – FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS is hereby incorporated into this contract as follows:

"CLAUSE I.38B – FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (Dec 2007)

(a) *Definitions*. As used in this clause—
"Computer monitor" means a video display unit used with a computer.
"Desktop computer" means a computer designed for use on a desk or table.
"Notebook computer" means a portable-style or laptop-style computer system.
"Personal computer product" means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

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

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

9. The following CLAUSE I.87 – DEAR 970.5203-1 MANAGEMENT CONTROLS (JUNE 2007) (DEVIATION), attached hereto and made a part hereof, replaces the CLAUSE I.87 – DEAR 970.5203-1 MANAGEMENT CONTROLS (MAY 2006) (DEVIATION) previously incorporated into this contract under the base agreement.

"CLAUSE I.87 – DEAR 970.5203-1 MANAGEMENT CONTROLS (JUNE 2007) (DEVIATION)

(a)(1) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted including consideration of outsourcing of functions by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed; efficient and effective operations are promoted; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

(2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.

(3) Such systems shall be an integral part of the contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.

(4) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 970.5232-3, Accounts, records, and inspection.

(b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

(c) On an annual basis, the Contractor, through an officer at a level above the Laboratory Director, shall submit an assurance to the Contracting Officer that the system of management controls, including all systems revised in accordance with the clause of this Contract entitled, "Application of DOE Contractor Requirements Documents", is adequate to assure that the objectives of the management system are being accomplished and that the system and controls are effective and efficient.

10. The following CLAUSE I.92A – DEAR 970.5211-1 WORK AUTHORIZATION is hereby incorporated into this contract as follows:

"CLAUSE I.92A – DEAR 970.5211-1 WORK AUTHORIZATION (MAY 2007)

(a) Work Authorization Proposal. Prior to the start of each fiscal year, the Contracting Officer (CO) or designee shall provide the contractor with program execution guidance in sufficient detail to enable the contractor to develop an estimated cost, scope, and schedule. In addition, the Contracting Officer may unilaterally assign work. The contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work it recommends be undertaken during that upcoming fiscal year.

(b) Cost Estimates. The contractor and the Contracting Officer shall establish a budget of estimated costs, description of work, and schedule of performance for each work assignment. If agreement cannot be reached as to scope, schedule, and estimated cost, the Contracting Officer may issue a unilateral work authorization, pursuant to this clause. The work authorization, whether issued bilaterally or unilaterally shall become part of the contract. No activities shall be authorized or costs incurred prior to Contracting Officer issuance of a work authorization or direction concerning continuation of activities of the contract.

(c) Performance. The contractor will perform work as specified in the work authorization, consistent with the terms and conditions of this contract.

(d) Modification. The Contracting Officer may at any time, without notice, issue changes to work authorizations within the overall scope of the contract. A proposal for adjustment in estimated costs and schedule for performance of work, recognizing work made unnecessary as a result, along with new work, shall be submitted by the contractor in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

(e) Increase in Estimated Cost. The contractor shall notify the Contracting Officer immediately whenever the cost incurred, plus the projected cost to complete work is projected to differ (plus or minus) from the estimate by 10 percent. The contractor shall submit a proposal for modification in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

(f) Expenditure of Funds and Incurrence of Costs. The expenditure of monies by the contractor in the performance of all authorized work shall be governed by the ``Obligation of Funds" or equivalent clause of the contract.

(g) Responsibility to achieve Environment, Safety, Health, and Security Compliance. Notwithstanding other provisions of the contract, the contractor may, in the event of an emergency, take that corrective action necessary to sustain operations consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. If such action is taken, the contractor shall notify the Contracting Officer within 24 hours of initiation and, within 30 days, submit a proposal for adjustment in estimated costs and schedule established in accordance with paragraphs (a) and (b) of this clause."

11. The following CLAUSE I.118 – DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (JUNE 2007), attached hereto and made a part hereof, replaces the CLAUSE I. 118 – DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC) (INCLUDES MODIFICATION IN AL 2005-04) (DEVIATION) previously incorporated into this contract under the base agreement.

"CLAUSE I.118 – DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (JUNE 2007)

(a) Accounts. The contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the contractor under this contract. The system of accounts employed by the contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause I.91, Access to and Ownership of Records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the contractor shall afford DOE proper facilities for such inspection and audit.

(c) Audit of subcontractors' records. The contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.

(d) Disposition of records. Except as agreed upon by the Government and the contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable,

collections accruing to the contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause I.91, Access to and Ownership of Records, all other records in the possession of the contractor relating to this contract shall be preserved by the contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the contractor.

(e) Reports. The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require.

(f) Inspections. The DOE shall have the right to inspect the work and activities of the contractor under this contract at such time and in such manner as it shall deem appropriate.

(g) Subcontracts. The contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Comptroller General.

(1) The Comptroller General of the United States, o r an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

(i) Internal audit. The contractor agrees to design and maintain an internal audit plan and an internal audit organization.

(1) Upon contract award, the exercise of any contract option, or the extension of the contract, the contractor must submit to the contracting officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe:

(i) The internal audit organization's placement within the contractor's organization and its reporting requirements;

(ii) The audit organization's size and the experience and educational standards of its staff;
(iii) The audit organization's relationship to the corporate entities of the contractor;
(iv) The standards to be used in conducting the internal audits;
(v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;
(vi) The intended use of external audit resources;
(vii) The plan for audit of subcontracts, both pre-award and post-award; and
(viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE contracting officer.

(2) By each January 31 of the contract performance period, the contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.

(3) By each June 30 of the contract performance period, the contractor must submit to the contracting officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.

(4) The contracting officer may require revisions to documents submitted under paragraphs (i)(1), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.

(j) Remedies. If at any time during contract performance, the contracting officer determines that unallowable costs were claimed by the contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the contracting officer may, in his or her sole discretion, require the contractor to cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the contracting officer, where he or she deems it appropriate, may: Impose a penalty under 970.5242-1, Penalties for unallowable costs; require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract."

Part III, ATTACHMENT J.5, APPENDIX E, Key Personnel, attached hereto and made a part hereof, replaces the Part III, ATTACHMENT J.5, APPENDIX E, Key Personnel, previously incorporated into this contract under the base agreement.

Part III, ATTACHMENT J.8, APPENDIX H, SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN is hereby revised to incorporate the Fermilab FY 2008 Small Business Plan which is attached hereto and made a part hereof.

You are hereby advised of the following changes in 10 CFR 707 which are invoked by DEAR 970-5223-4: 1) the definition of Testing Designated positions now includes all contractor personnel with security clearances; 2) the percent of personnel to be randomly tested on an annual basis has been decreased from 50% to 30%, and 3) a workplace Substance Abuse Program plan or revision should be submitted within 30 days from receipt of this notice. See DEAR 970.5223-4, Workplace Substance Abuse Programs at DOE Sites, and DEAR 970.5243-1, Changes. Applicants for TDPs are also subject to drug testing.

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

CLAUSE NO.	TITLE OF CLAUSE	PAGE NO.
H.1	LABORATORY FACILITIES	H-1
H.2	LONG-RANGE PLANNING, PROGRAM DEVELOPMENT AND BUDGETARY ADMINISTRATION	H-1
H.3	WORK AUTHORIZATION	H-2
H.4	ADVANCE UNDERSTANDINGS REGARDING ADDITIONAL ITEMS OF ALLOWABLE AND UNALLOWABLE COSTS AND OTHER MATTERS	H-5
H.5	ADMINISTRATION OF SUBCONTRACTS	H-6
H.6	FACILITIES CAPITAL COST OF MONEY	H-7
H.7	PRIVACY ACT RECORDS	H-7
H.8	ADDITIONAL DEFINITIONS	H-8
H.9	SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351)	H-9
H.10	WALSH-HEALY PUBLIC CONTRACTS	H-10
H.11	RESERVED	H-10

CLAUSE NO.	TITLE OF CLAUSE	PAGE NO.
H.12	RESERVED	H-10
H.13	RESERVED	H-10
H.14	STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION	H-10
H.15	CAP ON LIABILITY	H-12
H.16	INTELLECTUAL AND SCIENTIFIC FREEDOM	H-13
H.17	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS	H-14
H.18	APPLICATION OF DOE CONTRACTOR REQUIREMENTS DOCUMENTS	H-14
H.19	EXTERNAL REGULATION	H-16
H.20	SEPARATE CORPORATE ENTITY AND PERFORMANCE GUARANTEE	H-16
H.21	WORKFORCE TRANSITION, CONTRACTOR COMPENSATION, BENEFITS AND PENSION	H-16
H.21A	RESPONSIBLE CORPORATE OFFICIAL	H-24
H.22	CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATIONS OR ALLEGED VIOLATIONS, FINES, AND PENALTIES	H-24
H.23	ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES	H-25
H.24	WORKERS' COMPENSATION	H-26
H.25	RESERVED	H-27
H.26	ADDITIONAL LABOR REQUIREMENTS	H-27

CLAUSE NO.	TITLE OF CLAUSE	PAGE NO.
H.27	RESERVED	H-27
H.28	OPEN COMPETITION AND LABOR RELATIONS UNDER MANAGEMENT AND OPERATING AND OTHER MAJOR FACILITIES CONTRACTS	H-27
H.29	PERFORMANCE BASED MANAGEMENT AND OVERSIGHT	H-28
H.30	LOBBYING RESTRICTION (ENERGY AND WATER ACT, 2006)	H-29
H.31	DOE MENTOR-PROTÉGÉ PROGRAM	H-29
H.32	LOBBYING RESTRICTION (ENERGY AND WATER ACT, 2007) (APPLICABLE IF INCLUDED IN THE FY 2007 ENERGY AND WATER ACT)	H-29
H.33	ELECTRONIC SUBCONTRACTING REPORTING SYSTEM	H-29
H.34	RESERVED	H-30
H.35	RESERVED	H-30
H.36	RESERVED	H-30
H.37	DEFENSE AND INDEMNIFICATION OF EMPLOYEES	H-30
H.38	DISPOSAL OF REAL PROPERTY	H-31
H.39	RESERVED	H-31
H.40	COMPLIANCE WITH INTERNET PROTOCAL VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY	H-31
H.41	RESERVED	H-31

CLAUSE NO.	TITLE OF CLAUSE	PAGE NO.
H.42	ACTIVITIES DURING CONTRACT TRANSITION (SPECIAL)	H-32
H-43	SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT	H-35
H.44	AGREEMENTS AND COMMITMENTS	H-35
H.45	MODIFICATION AUTHORITY	H-36

PART II

SECTION I

CONTRACT CLAUSES

TABLE OF CONTENTS

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.1	FAR 52.202-1	DEFINITIONS (JUL 2004)	I-1
I.2	FAR 52.203-3	GRATUITIES (APR 1984)	I-1
I.3	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	I-2
I.4	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)	I-3
I.5	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	I-3
I.6	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-5
I.7	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-6
I.8	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)	I-7
I.8A	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Dec 2007)	
I.8B	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)	
I.9	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	I-14
I.10	FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	I-15

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.10A	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)	I-18
I.10B	FAR 52.204-10	REPORTING SUBCONTRACT AWARDS (SEPT 2007)	
I.11	FAR 52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)	I-18
I.12	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)	I-19
I.13	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	I-20
I.14	FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	I-21
I.15	FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	I-22
I.16	FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)	I-22
I.16A	FAR 52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)	I-23
I.16B	FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	I-23
I-16C	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)	I-24
I.17	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	I-25
I.18	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEPT 2006)	I-27
I.19	FAR 52.219-16	LIQUIDATED DAMAGES - SUB-CONTRACTING PLAN (JAN 1999)	I-35

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.20	FAR 52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)	I-36
I.20A	FAR 52.219-28	POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)	
I.21	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	I-36
I.22	FAR 52.222-3	CONVICT LABOR (JUN 2003)	I-37
I.23	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)	I-38
I.24	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)	I-39
I.25	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	I-40
I.26	FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)	I-41
I.27	FAR 52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	I-43
I.28	FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)	I-44
I.29	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	I-49
I.30	FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)	I-50
I.30A	FAR 52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)	I-52
I.30B	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)	

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.30C	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)	
I.31	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I) (JULY 1995)	I-55
I.32	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I)(AUG 2003)	I-57
I.33	FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)	I-58
I.34		RESERVED	I-59
I.35	FAR 52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	I-59
I.36	FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)	I-59
I.37	FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	I-60
I.38	FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	I-60
I.38A	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
I.38B	FAR 52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)	
I.39	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	I-62
I.40	FAR 52.224-2	PRIVACY ACT (APR 1984)	I-62
I.41	FAR 52.225-1	BUY AMERICAN ACT--SUPPLIES (JUN 2003) (DEVIATION)	I-63
I.42	FAR 52.225-9	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005)	I-64

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.43	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)	I-68
I.44	FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	I-68
I.45	FAR 52.229-8	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)	I-69
I.46	FAR 52.230-2	COST ACCOUNTING STANDARDS (APR 1998)	I-69
I.47	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)	I-71
I.48	FAR 52.232-17	INTEREST (JUN 1996)	I-81
I.49	FAR 52.232-18	AVAILABILITY OF FUNDS (APR 1984)	I-82
I.50	FAR 52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)	I-82
I.51	FAR 52.233-1	DISPUTES (JULY 2002) (ALTERNATE I) (DEC 1991)	I-83
I.52	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) (ALTERNATE I) (JUNE 1985)	I-84
I.52A	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	I-85
I.53	FAR 52.236-8	OTHER CONTRACTS (APR 1984)	I-85
I.54	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	I-86
I.55	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	I-86
I.56	FAR 52.242-13	BANKRUPTCY (JUL 1995)	I-87
I.57	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	I-88
I.58	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2006)	I-87

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.59	FAR 52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)	I-87
I.60	FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)	I-89
I.61	FAR 52.247-64	PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)	I-90
I.62	FAR 52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)	I-93
I.63	FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004); MODIFIED BY DEAR 970.4905-1 (DEC 2000)	I-94
I.64	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	I-99
I.65	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984) (DEVIATION)	I-99
I.66	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	I-100
I.67	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	I-100
I.68	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	I-100
I.69	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	I-100
I.70	DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994)	I-101
I.71	DEAR 952.204-72	DISCLOSURE OF INFORMATION (APR 1994)	I-101
I.72	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	I-102
I.73	DEAR 952.208-7	TAGGING OF LEASED VEHICLES (APR 1984)	I-103

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.74	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) (ALTERNATE I) (JUN 1997)	I-103
I.75	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (ALTERNATE I) (JUN 1996)	I-106
I.76	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)(JUN 1996)	I-107
I.77	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)	I-107
I.78	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984)	I-107
I.79	DEAR 952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	I-108
I.80	DEAR 952.224-70	PAPERWORK REDUCTION ACT (APR 1994)	I-108
I.81	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)	I-109
I.82	DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)	I-109
I.83	DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)	I-113
I.84	DEAR 952.247-70	FOREIGN TRAVEL (DEC 2000)	I-114
I.85	DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)	I-114
I.86	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)	I-119
I.87	DEAR 970.5203-1	MANAGEMENT CONTROLS (JUNE 2007) (DEVIATION)	I-120
I.88	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)	I-121
I.89	DEAR 970.5203-3	CONTRACTOR'S ORGANIZATION (DEC 2000)	I-122

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I-89A	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2000) (DEVIATION)	I-123
I.90	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) (DEVIATION)	I-123
I.91	DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)	I-124
I.92	DEAR 970.5208-1	PRINTING (DEC 2000)	I-126
I.92A	DEAR 970.5211-1	WORK AUTHORIZATION (MAY 2007)	
I.93	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) (ALTERNATES II AND III) (DEC 2000)	I-127
I.94	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (JAN 2004) (ALTERNATE I)(JAN 2004)	I-130
I.95	DEAR 970.5217-1	WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005)	I-134
I.96	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS - MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)	I-136
I.97	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)	I-137
I.98	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	I-138
I.99	DEAR 970.5223-2	AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)	I-140
I.100	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)	I-143
I.101	DEAR 970.5223-5	DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)	I-142

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.116	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)	I-210
I.117	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) (ALTERNATES II AND III) (DEC 2000)	I-210
I.118	DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (JUNE 2007)	I-213
I.119	DEAR 970.5232-4	OBLIGATION OF FUNDS (DEC 2000)	I-216
I.120	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)	I-218
I.121	DEAR 970.5232-6	WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000)	I-219
I.122	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	I-219
I.123	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)	I-220
I.124	DEAR 970.5235-1	FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2000)	I-220
I.125	DEAR 970.5236-1	GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000) (DEVIATION)	I-220
I.126	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (DEC 2000)	I-221
I.127	DEAR 970.5243-1	CHANGES (DEC 2000)	I-222
I.128	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (MAY 2006) (includes modifications in final rule dated 1/18/01) (DEVIATION)	I-223
I.129	DEAR 970.5245-1	PROPERTY (DEC 2000) (ALTERNATE I) (DEC 2000)	I-228

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.102	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)	I-143
I.103	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)	I-143
I.104	DEAR 970.5227-2	RIGHTS IN DATA - TECHNOLOGY TRANSFER (DEC 2000) (DEVIATION)	I-143
I.105	DEAR 970.5227-3	TECHNOLOGY TRANSFER MISSION (AUG 2002) (DEVIATION)	I-160
I.106	DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002)	I-172
I.107	DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	I-173
I.108	DEAR 970.5227-6	PATENT INDEMNITY - SUBCONTRACTS (DEC 2000)	I-173
I.109	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)	I-174
I.110	DEAR 970.5227-10	PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)	I-175
I.111		RESERVED	
I.112	DEAR 970.5228-1	INSURANCE--LITIGATION AND CLAIMS (MAR 2002) (DEVIATION)	I-205
I.113	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)	I-209
I.114		RESERVED	
I.115	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) ALTERNATE I (DEC 2000)	I-209

ATTACHMENT J.5

APPENDIX E

KEY PERSONNEL

Applicable to the Operation of
Fermi National Accelerator Laboratory

Contract No. DE-AC02-07CH11359

Key Personnel

Piermaria Oddone, Ph.D. – Director
Young-Kee Kim, Ph.D. – Deputy Director
Bruce Chrisman, MBA, Ph.D., Chief Operating Officer
Cynthia Conger, BS, CPA – Chief Financial Officer
Gary M. Leonard, J.D., LLM – General Counsel
Robert Grant, BS – Head, Office of Quality and Best Practices
William Griffing, MS – ES&H Director
Stephen Holmes, Ph.D. – Associate Director for Accelerators
Robert Kephart, Ph.D. – ILC Program Director
Hugh Montgomery, Ph.D. – Associate Director for Research
Randy Ortgiesen – Facility Manager

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

Identification Data

Contractor: Fermi Research Alliance, LLC

Address: Wilson & Kirk Roads

Batavia, IL 60510

Solicitation or Contract Number: DE-AC02-07CH11359

Item/Service: Management & Operation of FNAL

Total Amount of Contract (Including Options) $318,000,000.00 (Est.)

Period of Contract Performance (DAY, MO. & YR.) 1/1/08 - 12/31/08

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

1. Type of Plan (check one)

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

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

____ Commercial Plan - Commercial Plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). The contractor must provide a copy of the approved plan. **NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items.**

2. Goals

State separate dollar and percentage goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors, for the basic and each option year, as specified in FAR 19.704.

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract, is $ 80,000,000.00.

B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"):
$ 37,120,000.00 and 46.4 %

C. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of "A"):
$ 2,400,000.00 and 3 %

D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of "A"):
$ 2,400,000.00 and 3 %

E. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"):
$ 2,400,000.00 and 3 %

F. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"):
$ 4,000,000.00 and 5 %

G. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"):
$ 4,000,000.00 and 5 %

H. Total estimated dollar value and percent of planned subcontracting with **LARGE BUSINESS** (% of "A")
$ 42,880,000.00 and 53.6 %

Revised page #3
Joe Collins
2/20/08

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

(check all that apply)

Subcontracted Supplies/ Service	SB	VOB	SDVOB	HUB	SDB	WOSB	LB
Construction Service	X				X	X	X
Janitorial Service			X				
Housekeeping	X					X	
Fabrications	X	X	X		X	X	X
Computers	X			X	X	X	X
Software	X				X		X
Maintenance Supplies	X	X	X	X	X	X	
Construction Supplies	X	X			X		X
Office Supplies	X		X		X		
Chemicals	X						X
Maintenance Services	X	X			X	X	X

(Attach additional sheets if necessary.)

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

_____

_____

_____

_____

K. Indirect costs __X____ have not been included in establishing the dollar and percentage subcontracting goals stated above. (check one)

L. If indirect costs have been included, describe the method used to determine the proportionate share of such costs to be incurred with small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns.

_____

_____

_____

_____

3. Program Administrator

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

Name: Joseph P. Collins

Title/Position: Procurement Manager

Address: P. O. Box 500

Batavia, Illinois 60506

Telephone: 630/840-4169

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

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are included on the services they are capable of providing;

B. Developing and maintaining bidder's lists of small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns within State Purchasing laws and regulations;

E. Make arrangements for the utilization of various sources for the identification of small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns such as the Central Contractors Registration (CCR) Dynamic Small Business Search, the DOE's Small Business Energy Contract database, the VetBiz database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, Women Business Enterprise Council Vendor Information Service, and the facilities of local small business, small disadvantaged business (minority), women associations, and contact with Federal agencies' Small Business Program Managers;

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors at Small Business Opportunity Workshops, Minority and Women Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc;

H. Ensure small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;

K. Preparing, and submitting timely, required subcontract reports;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;

M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns participation, where possible.

N. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns.

O. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

P. Ensuring that Historically Black Colleges and Universities and Minority Institutions shall be afforded maximum practicable opportunity (if applicable).

Q. Other duties: Ensure that the contents and spirit of this "plan" is a part of acquisition planning activities and that an effective "insearch" program is promoted and maintained.

4. Equitable Opportunity

In accordance with FAR 19.704(a)(3), the contractor agrees to ensure that small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

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

Chicago Minority Business Development Council

Fox Valley General Contractors Association

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

Chicago Minority Business Development Council

DOE Small Business Conference

Office of Science Procurement Managers

Batavia Chamber of Commerce

Illinois Procurement Technical Assistance Center

SBA Office of Veteran Business Development

Veterans Business Journal

Fox Valley General Contractors Association

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

Chicago Business Opportunity Fair

DOE Small Business Conference

SBA Matchmaking

Illinois Proc. Tech. Assistance Central Conf

Office of Science Procurement Managers Mtg.

(iv) Potential sources will be requested from the Central Contractors Registration (CCR) Dynamic Small Business Search, the DOE's Small Business Energy Contract database, the VetBiz database, and other electronic medium.

(v) Utilizing newspaper and magazine ads to encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

(i) Presenting workshops, seminars, and training programs;

(ii) Establishing, maintaining, and using small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) source lists, guides, and other data for soliciting subcontracts; and

(iii) Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: Ensuring that the Procurement staff continuously looks for new and works with existing Small business, Small Disadvantaged Business, Women-Owned Small Business, HUBZone and Service Disabled Veteran Owned Business suppliers. As needed, such as in the case of Service Disabled Veteran Owned Business, a Procurement Administrator is assigned the duty of being a specific representative.

5. Flow-Down clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. The contractor will also require all subcontractors, except small business concerns, that receive subcontracts in excess of $550,000 ($1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (FAR 19.704(a)(4)).

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

As prescribed in FAR Subpart 19.301(d), the Federal U.S. Government may impose a penalty against any firm misrepresenting their business size as a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns status 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.

6. Timely Payments to Subcontractors

The Contractor agrees to ensure the timely payment of amounts due pursuant to the terms of the subcontracts 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.

7. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of timely "Subcontracting Report for Individual Contracts," (SRI) and "Summary Subcontract Report," (SSR) in accordance with the instructions identified on the eSRS website (www.esrs.gov); and (4) ensuring that large business subcontractors with subcontracting plans agree to electronically input to the eSRS.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SRI	04/30
Apr 1 - Sep 30	SRI	10/30
Oct 1 - Sep 30	SSR	10/30
Oct 1 - Sep 30	OF-312	10/30

8. Record Keeping

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

A. If the prime contractor is not using Central Contractor Registration (CCR) system as its primary source for small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business

(SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns, list the names of guides and other electronic data systems identifying such vendors;

B. Organizations contacted in an attempt to locate small business (SB), veteran-owned small business (VOB), service-disabled veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over $100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small businesses were solicited, and if not, why not; (3) whether service-disabled veteran-owned businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small businesses were solicited, and if not, why not; and (7) reason for failure of solicited small business, veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business, women-owned small business, or HUBZone small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with small disadvantaged business (minority), small business, veteran-owned small business, service-disabled veteran-owned small business, women-owned small business, HUBZone small business trade associations, attendance at small business, small disadvantaged business (minority), service-disabled and veteran-owned small business, women-owned small business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and

C. Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress.

D. Train and motivate NAME OF CONTRACTOR personnel regarding the need for the support 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.

E. 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, allowing time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns to enable these firms to compete fairly.

F. Counsel and discuss subcontracting opportunities 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.

G. Execute Service Agreements, Teaming Agreements, and Basic Ordering Agreements with qualified small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms, as required, in an attempt to ensure availability and usage of subcontractor personnel to support NAME OF CONTRACTOR work efforts when required.

H. Make available specifications, drawings, and other relevant data so that qualified, known 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 equal opportunity in preparing bids.

C. Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress.

D. Train and motivate NAME OF CONTRACTOR personnel regarding the need for the support 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.

E. 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, allowing time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns to enable these firms to compete fairly.

F. Counsel and discuss subcontracting opportunities 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.

G. Execute Service Agreements, Teaming Agreements, and Basic Ordering Agreements with qualified small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms, as required, in an attempt to ensure availability and usage of subcontractor personnel to support NAME OF CONTRACTOR work efforts when required.

H. Make available specifications, drawings, and other relevant data so that qualified, known 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 equal opportunity in preparing bids.

I. Establish and maintain a categorized list of potential subcontractors with separate identification 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.

This subcontracting plan was submitted by:

Signature: Joe Collins 12/13/07

Typed Name: Joe Collins

Title: Procurement Manager

Date Prepared: October 30, 2007

Phone No.: 630/840-4169

Approval:

Agency: Dept. of Energy, Fermi Site Office

Typed Name:

Title: Kristin E. Palmer Contracting Officer Kristin E. Palmer

Date Prepared: 1/2/08

Phone No.: 630-840-4122