

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 059	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09SC000723	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAK RIDGE ASSOCIATED UNIVERSITIES, INC. P.O. BOX 117 OAK RIDGE TN 37830-6218		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23100	
		10B. DATED (SEE ITEM 11) 12/21/2005	
CODE 041152224	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: P.L. 95-91; Mutual Agreement
	D. OTHER (Specify type of modification and authority)

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

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

Subj to Retent: N

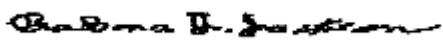
The purposes of this modification are to:

1. Delete Section J, Attachment F, Key Personnel (Revised 9/24/07), and replace it with Section J, Attachment F, Key Personnel (Revised 1/09/09), which is Attachment 1 to this modification.

2. Delete Section J, Attachment D, DOE Directives (List B), RCN ORAU-11, and replace it with RCN ORAU-12, which is Attachment 2 to this

Continued ...

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) Barbara J. Jackson		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/11/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC05-06OR23100/059

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OAK RIDGE ASSOCIATED UNIVERSITIES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>modification.</p> <p>3. Delete Section I Clause 970.5232-3 Accounts, Records, and Inspection (Dec 2000), and replace it with Clause 970.5232-3 Accounts, Records, and Inspection (Jun 2007), which is Attachment 3 to this modification.</p> <p>4. Add the clause at Attachment 4, H.999 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Feb 2009), to Section H of the contract.</p> <p>The following is for information only and does not represent any changes other than those detailed above.</p> <p>FOB: Destination Period of Performance: 01/01/2006 to 12/31/2010</p> <p>Change Item 00001 to read as follows(amount shown is the total amount):</p> <p>TECHNICAL SERVICES TO MANAGE AND DIRECT THE PROGRAMS OF ORISE Line item value is:\$746,872,723.00 Incrementally Funded Amount: \$613,105,856.70</p>				746,872,723.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO (If applicable)	
059	See Block 16C	09SC000723		
6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE	
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	00518	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A AMENDMENT OF SOLICITATION NO.		
OAK RIDGE ASSOCIATED UNIVERSITIES, INC. P.O. BOX 117 OAK RIDGE TN 37830-6218		9B DATED (SEE ITEM 11)		
		X 10A MODIFICATION OF CONTRACT/ORDER NO.		
		DE-AC05-06OR23100		
		10B DATED (SEE ITEM 11)		
CODE	FACILITY CODE	12/21/2005		
041152224				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: P.L. 95-91; Mutual Agreement
	D OTHER (Specify type of modification and authority)

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

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


Subj to Retent: N

The purposes of this modification are to:

1. Delete Section J, Attachment F, Key Personnel (Revised 9/24/07), and replace it with Section J, Attachment F, Key Personnel (Revised 1/09/09), which is Attachment 1 to this modification.

2. Delete Section J, Attachment D, DOE Directives (List B), RCN ORAU-11, and replace it with RCN ORAU-12, which is Attachment 2 to this
Continued ...

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)	
Ivan A. Boatner, Vice President and General Counsel		Mary L. Crow	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
 (Signature of person authorized to sign)	3/11/09	 (Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC05-06OR23100/059	2	2

NAME OF OFFEROR OR CONTRACTOR
 OAK RIDGE ASSOCIATED UNIVERSITIES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>modification.</p> <p>3. Delete Section I Clause 970.5232-3 Accounts, Records, and Inspection (Dec 2000), and replace it with Clause 970.5232-3 Accounts, Records, and Inspection (Jun 2007), which is Attachment 3 to this modification.</p> <p>4. Add the clause at Attachment 4, H.999 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Feb 2009), to Section H of the contract.</p> <p>The following is for information only and does not represent any changes other than those detailed above.</p> <p>FOB: Destination Period of Performance: 01/01/2006 to 12/31/2010</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>TECHNICAL SERVICES TO MANAGE AND DIRECT THE PROGRAMS OF ORISE Line item value is: \$746,872,723.00 Incrementally Funded Amount: \$613,105,856.70</p>				746,872,723.00

PART III
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F - KEY PERSONNEL
(Revised 1/9/09)

NAME	TITLE
Homer S. Fisher	Interim ORISE Director
J. Phil Andrews	Deputy Director for Operations
Donna L. Cragle	Director, Occupational Exposure and Worker Health
Eric W. Abelquist	Director, Independent Environmental Assessment and Verification
Albert L. Wiley	Director, Radiation Emergency Medicine
Harry A. (Andy) Page	Director, National Security and Emergency Management
Marcus A. Weseman	Director, Professional and Technical Training
Wayne L. Stevenson	Director, Science Education Programs
Michael L. Wetzel	Director, Scientific and Technical Resource Integration

DOE Form (04/1991)		No.: ORAU-12
U.S. Department of Energy REQUIREMENTS CHANGE NOTICE		Page 1 of 17 Pages
PROJECT: Contract Baseline Documentation	LOCATION: Oak Ridge, Tennessee	
CONTRACTOR: Oak Ridge Associated Universities (ORAU)		
CONTRACT NO.: DE-AC05-06OR23100, I.105, Laws, Regulations, and DOE Directives, DEAR 970.5204-2	DATE OF CONTRACT: January 1, 2006	
<p>This Requirements Change Notice (RCN) No. ORAU-12 incorporates into Section J, Attachment D, of Contract No. DE-AC05-06OR23100, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from the WSS set. ES&H-related directives in the WSS set are italicized in Section J, Attachment D. Changes to Section J, Attachment D, are indicated by bold type. Below is a list of the directives incorporated herein:</p> <p><u>ADDITIONS:</u> DOE M 205.1-5</p> <p><u>DELETIONS:</u> None</p> <p><u>UPDATES</u> None</p>		
<i>B. a. mille</i>		DATE: 12/11/08

OUTLINE OF CHANGES

REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	AUTHORIZATION
DOE M 205.1-5 Addition	08/12/2008	CYBER SECURITY PROCESS REQUIREMENTS MANUAL		ORO ltr dtd 09/04/2008 ORAU ltr dtd 09/19/2008

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 110.3A	01/25/2007	CONFERENCE MANAGEMENT		
DOE O 130.1	09/29/1995	BUDGET FORMULATION PROCESS		Expiration date extended to 05/01/2003 by DOE N 251.45.
DOE O 137.1A	08/30/1999	PLAN FOR OPERATING IN THE EVENT OF A LAPSE IN APPROPRIATIONS		
DOE P 141.2	05/02/2003	PUBLIC PARTICIPATION AND COMMUNITY RELATIONS		
DOE O 142.1	01/13/2004	CLASSIFIED VISITS INVOLVING FOREIGN NATIONALS		
DOE O 142.3	06/18/2004	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM	1 02/28/2008	
DOE O 151.1C	11/02/2005	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM		
DOE O 153.1	06/27/2007	DEPARTMENTAL RADIOLOGICAL EMERGENCY RESPONSE ASSETS		Footnote (4)
DOE N 153.2	08/11/2003	CONNECTIVITY TO NATIONAL ATMOSPHERIC RELEASE ADVISORY CENTER (NARAC)		Footnote (2)
DOE O 200.1	09/30/1996	INFORMATION MANAGEMENT PROGRAM		
DOE M 200.1-1	03/10/1997	TELECOMMUNICATIONS SECURITY MANUAL (OFFICIAL USE ONLY)		
DOE N 203.1	10/02/2000	SOFTWARE QUALITY ASSURANCE		Expiration date extended to 12/31/2001 by DOE N 251.40.

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doc.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 205.1A	12/04/2006	DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT		
DOE M 205.1-4	03/08/2007	NATIONAL SECURITY SYSTEM MANUAL		
DOE M 205.1-5	08/12/2008	CYBER SECURITY PROCESS REQUIREMENTS MANUAL		Footnote 4
DOE N 205.2	11/01/1999	FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	PASSWORD GENERATION, PROTECTION, AND USE		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	CYBER SECURITY REQUIREMENTS FOR WIRELESS DEVICES AND INFORMATION SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	CERTIFICATION AND ACCREDITATION PROCESS FOR INFORMATION SYSTEMS INCLUDING NATIONAL SECURITY SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.10	02/19/2004	CYBER SECURITY REQUIREMENTS FOR RISK MANAGEMENT		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.11	02/19/2004	SECURITY REQUIREMENTS FOR REMOTE ACCESS TO DOE AND APPLICABLE CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE N 206.4	06/29/2007	PERSONAL IDENTITY VERIFICATION		
DOE N 206.5	10/09/2007	RESPONSE AND NOTIFICATION PROCEDURES FOR DATA BREACHES INVOLVING PERSONALLY IDENTIFIABLE INFORMATION		
DOE O 210.2	06/12/2006	DOE CORPORATE OPERATING EXPERIENCE PROGRAM		
DOE O 221.1A	04/19/2008	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL		
DOE O 221.2A	02/25/2008	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL		
DOE O 221.3	12/17/2001	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS		
DOE O 225.1A	11/26/1997	ACCIDENT INVESTIGATIONS		
DOE O 226.1A	07/31/07	IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY		
DOE P 226.1A	05/25/2007	DEPARTMENT OF ENERGY OVERSIGHT POLICY		
DOE O 231.1A	08/19/2003	ENVIRONMENT, SAFETY AND HEALTH REPORTING		
DOE M 231.1-1A	03/19/2004	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL	2 06/12/2007	

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 231.1-2	08/19/2003	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION		
DOE N 234.1	02/27/2008	REPORTING OF RADIOACTIVE SEALED SOURCES		
DOE O 241.1A	04/09/2001	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	1 10/04/2003	
DOE O 243.1	02/03/2006	RECORDS MANAGEMENT PROGRAM		
DOE O 243.2	02/02/2006	VITAL RECORDS		
DOE O 251.1B	08/16/2006	DEPARTMENTAL DIRECTIVES PROGRAM		
DOE M 251.1-1B	08/16/2006	DEPARTMENTAL DIRECTIVES PROGRAM MANUAL		
DOE O 252.1	11/19/1999	TECHNICAL STANDARDS PROGRAM		
DOE O 350.1	09/30/1996	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS	1 05/08/1998	
DOE O 412.1	04/20/1999	WORK AUTHORIZATION SYSTEM		
DOE O 413.1A	04/18/2002	MANAGEMENT CONTROL PROGRAM		
DOE P 413.2	01/07/2004	VALUE ENGINEERING		

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 413.3A	07/28/2006	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		Footnote (2)
DOE M 413.3-1	03/28/2003	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		Chapters 1-3 cancelled by DOE O 413.3A.
<i>DOE O 414.1C</i>	<i>06/17/2005</i>	<i>QUALITY ASSURANCE</i>		<i>ES&H-related directive included in WSS. See Footnote (3).</i>
<i>DOE O 420.1B</i>	<i>12/22/2005</i>	<i>FACILITY SAFETY</i>		<i>ES&H-related directive included in WSS. See Footnote (3).</i>
DOE O 430.1B	09/24/2003	REAL PROPERTY ASSET MANAGEMENT	1 02/08/2008	
DOE O 430.2B	02/27/2008	DEPARTMENTAL ENERGY, RENEWABLE ENERGY AND TRANSPORTATION MANAGEMENT		
<i>DOE O 435.1</i>	<i>07/09/1999</i>	<i>RADIOACTIVE WASTE MANAGEMENT</i>	<i>1 08/28/2001</i>	<i>ES&H-related directive included in WSS. See Footnote (3).</i>
<i>DOE M 435.1-1</i>	<i>07/09/1999</i>	<i>RADIOACTIVE WASTE MANAGEMENT MANUAL</i>	<i>1 06/19/2001</i>	<i>ES&H-related directive included in WSS. See Footnote (3).</i>
<i>DOE M 440.1-1A</i>	<i>01/09/2006</i>	<i>DOE EXPLOSIVES SAFETY MANUAL</i>		<i>ES&H-related directive included in WSS. See Footnote (3).</i>
DOE O 440.2B	11/27/2002	AVIATION MANAGEMENT AND SAFETY	1 11/19/2006	

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 442.1A	06/06/2001	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM		
DOE P 442.1	11/16/2006	DIFFERING PROFESSIONAL OPINIONS ON TECHNICAL ISSUES RELATED TO ENVIRONMENT, SAFETY, AND HEALTH		
DOE M 442.1-1	11/16/2006	DIFFERING PROFESSIONAL OPINIONS MANUAL FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY, AND HEALTH		
DOE O 443.1A	12/20/2007	PROTECTION OF HUMAN SUBJECTS		
<i>DOE O 450.1A</i>	<i>06/04/2008</i>	<i>ENVIRONMENTAL PROTECTION PROGRAM</i>		<i>ES&H-related directive included in WSS. See Footnote (3).</i>
DOE M 450.4-1	11/01/2006	INTEGRATED SAFETY MANAGEMENT SYSTEM MANUAL		
DOE P 450.7	08/02/2004	DEPARTMENT OF ENERGY ENVIRONMENT, SAFETY AND HEALTH (ES&H) GOALS		
<i>DOE O 451.1B</i>	<i>10/26/2000</i>	<i>NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE PROGRAM</i>	<i>1 09/28/2001</i>	<i>ES&H-related directive included in WSS. See Footnote (3).</i>
DOE M 452.4-1A	03/11/2004	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS		
DOE O 460.1B	04/04/2003	PACKAGING AND TRANSPORTATION SAFETY		

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 460.2A	12/22/2004	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT		
DOE M 460.2-1A	06/04/2008	RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL FOR USE WITH DOE O 460.2A		Footnote (2)
DOE P 470.1	05/08/2001	INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT (ISSM) POLICY		
DOE N 470.2	12/15/2000	REPORTING UNOFFICIAL FOREIGN TRAVEL		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE O 470.2B	10/31/2002	INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM		
DOE O 470.3A	11/29/2005	DESIGN BASIS THREAT POLICY (U)		
DOE M 470.4-1	08/26/2005	SAFEGUARDS AND SECURITY PROGRAM PLANNING AND MANAGEMENT	1 03/07/2006	
DOE M 470.4-2	08/26/2005	PHYSICAL PROTECTION	1 03/07/2006	
DOE M 470.4-3	08/26/2005	PROTECTIVE FORCE	1 03/07/2006	
DOE M 470.4-4	08/26/2005	INFORMATION SECURITY	1 06/29/2007	
DOE M 470.4-5	08/26/2005	PERSONNEL SECURITY		

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 470.4-6	08/26/2005	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY	1 08/14/2006	
DOE O 471.3	04/09/2003	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION		
DOE M 471.3-1	04/09/2003	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION		
DOE O 475.1	12/10/2004	COUNTERINTELLIGENCE PROGRAM		
DOE M 475.1-1B	08/28/2007	MANUAL FOR IDENTIFYING CLASSIFIED INFORMATION		
DOE O 475.2	08/28/2007	IDENTIFYING CLASSIFIED INFORMATION		
DOE O 481.1B	09/28/2001	WORK FOR OTHERS (NON-DEPARTMENT OF ENERGY FUNDED WORK)		
DOE M 481.1-1A	01/03/2001	REIMBURSABLE WORK FOR NON-FEDERAL SPONSORS PROCESS MANUAL	1 09/28/2001	
DOE O 484.1	08/17/2006	REIMBURSABLE WORK FOR THE DEPARTMENT OF HOMELAND SECURITY		
DOE O 522.1	11/03/2004	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES		
DOE O 534.1B	01/06/2003	ACCOUNTING		
DOE O 551.1C	06/24/2008	OFFICIAL FOREIGN TRAVEL		

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 573.1-1	07/12/2000	MAIL SERVICES USER'S MANUAL		
DOE O 580.1	12/07/2005	DEPARTMENT OF ENERGY PERSONAL PROPERTY MANAGEMENT PROGRAM	1 05/08/2008	
DOE 1340.1B	01/07/1993	MANAGEMENT OF PUBLIC COMMUNICATIONS PUBLICATIONS AND SCIENTIFIC, TECHNICAL, AND ENGINEERING PUBLICATIONS		
DOE 1450.4	11/12/1992	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS		
DOE 2340.1C	06/08/1992	COORDINATION OF GENERAL ACCOUNTING OFFICE ACTIVITIES		
<i>DOE 5400.5</i>	<i>02/08/1990</i>	<i>RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT</i>	<i>2</i> <i>01/07/1993</i>	<i>ES&H-related directive included in WSS. See Footnote (3).</i>

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

SECRETARY OF ENERGY NOTICES (SENS) SENS may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
SEN-22-90	05/08/1990	DOE POLICY ON SIGNATURES OF RCRA PERMIT APPLICATIONS		

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

ORO DIRECTIVES				
ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 130		BUDGET		
Chapter II	05/15/1996	SHUTDOWN OF DEPARTMENTAL OPERATIONS UPON FAILURE BY CONGRESS TO ENACT APPROPRIATIONS	5 06/04/2007	
ORO O 150		EMERGENCY MANAGEMENT AND PLANNING		
Chapter I	09/30/1996	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM	6 04/22/2004	
Chapter IV	05/15/1996	RADIOLOGICAL ASSISTANCE PROGRAM (RAP)	7 08/31/2007	Footnote (4)
ORO O 220		ASSESSMENTS		
Chapter II	09/30/1996	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	6 04/02/2008	
Chapter III	05/31/1996	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS	5 05/02/2006	
Chapter IV	05/31/1996	COORDINATION OF GOVERNMENT ACCOUNTABILITY OFFICE ACTIVITIES	4 04/29/2005	
Chapter VII	05/31/1996	AUDIT RESOLUTION AND FOLLOW-UP	5 05/08/2007	

ATTACHMENT D

BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

ORO DIRECTIVES				
ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 230		REPORTING		
Chapter III	06/14/1996	COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) REQUIREMENTS	5 08/29/2006	Footnote (2)
ORO O 250		STANDARDIZATION		
Chapter I	08/13/1996	ORO STANDARDS MANAGEMENT PROGRAM OVERVIEW	5 04/18/2006	
Chapter II	08/13/1996	ORO DIRECTIVES SYSTEM	6 04/18/2006	
Chapter IV	08/13/1996	IMPACT ASSESSMENTS	4 04/18/2006	
Chapter V	08/13/1996	DEVELOPMENT, APPROVAL, AND MAINTENANCE OF WORK SMART STANDARDS SETS	6 04/18/2006	
Chapter VI	09/30/1996	IMPLEMENTATION PLANS AND EXEMPTION REQUESTS	5 04/18/2006	
Chapter VIII	04/27/2001	REQUIREMENTS CHANGE NOTICES	2 04/18/2006	
Chapter X	10/31/2003	DOE DIRECTIVES SYSTEM	1 04/18/2006	

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

ORO DIRECTIVES				
ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 350		CONTRACTOR HUMAN RESOURCE PROGRAMS		
Chapter III	05/31/1996	FEDERAL LABOR STANDARDS	4 05/09/2006	
ORO O 410		MANAGEMENT		
Chapter I	09/24/1996	WORK AUTHORIZATION SYSTEM	5 08/13/2007	
ORO O 430		LIFE CYCLE ASSET MANAGEMENT		
Chapter II	06/14/1996	ENERGY AND UTILITIES MANAGEMENT	4 08/21/2006	
ORO O 440		WORKER PROTECTION		
Chapter V	09/30/1996	EMPLOYEE CONCERNS MANAGEMENT SYSTEM	5 04/24/2007	
ORO O 470		SAFEGUARDS AND SECURITY		
Chapter VII	05/15/1996	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	5 03/08/2007	
Chapter IX	05/15/1996	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	5 05/18/2007	
Chapter XIV	05/22/2008	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM		

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

ORO DIRECTIVES ORO directives may be found at the following Internet address: <u>http://www.ornl.gov/doe_oro_dmg/oro_dir.htm</u>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 530		ACCOUNTING		
Chapter III	06/18/1996	ACCOUNTING	6 02/06/2007	
ORO O 550		TRAVEL AND TRANSPORTATION		
Chapter II	09/26/2001	FOREIGN TRAVEL AUTHORIZATION	2 01/22/2007	

ATTACHMENT D
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

WORK SMART STANDARDS (WSS) SET WSS Set may be found at: http://www.ornl.gov/orise/wss.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH REVISION	NOTES AND COMMENTS
WSS Set	12/13/1999	OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION (ORISE) WORK SMART STANDARDS SET	34 08/22//2008	

FOOTNOTES:

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) The Contractor does not perform activities which fall within the scope of this directive at this time. If these activities are conducted at some future date, the requirements contained in this document will be applicable to the Contractor and programs to implement the requirements of this document will be established when and if such activities are to be initiated.
- (3) This document is ES&H-related and appears on the current Work Smart Standards Set. In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections.
- (4) The requirements of this document are applicable; however, specific additional clarification or guidance is required from DOE before such requirements can be implemented in full as indicated in written requests for direction from the Contractor.

I.118 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (JUN 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, 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, 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, or 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.

H.999 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (FEB 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the inspector general.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any

professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

Contractors must include this clause in every subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm> .

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

Note: The following paragraphs, H, I, and J, are in effect until the FAR is modified to implement these provisions of the Recovery Act. The Contractor agrees that the Contracting Officer may unilaterally modify the contract to incorporate the FAR clauses that implement the Recovery Act. The following paragraphs will no longer be valid and the contract will be considered modified to add the new FAR provisions and clauses in Section I.

H. American Recovery and Reinvestment Act-Reporting Requirements

(a) Definitions. As used in this clause -

"First-tier Subcontract" means a subcontract awarded directly by a Federal government prime contractor funded by the Recovery Act.

"Jobs Created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part- time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Jobs retained" means an estimate of those previously existing unfilled positions that are filled as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part- time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

“Total Compensation” means the complete pay package of contractor employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

(b) This contract requires products and/or services which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor that receives contracts from a Federal agency under the Recovery Act to report on use of funds.

(c) Reporting starts with the later of the first calendar quarter in which the contractor invoices the Government for work funded by Recovery funds, or the second calendar quarter of 2009. Reporting is required not later than 10 days after the end of each calendar quarter. The Contractor shall report the following information, using the online reporting tool available at TBD. If the tool is not available when the contractor’s report is due, the contractor shall maintain the data necessary to report for that quarter when the tool becomes available or submit the report in hard or soft copy if required by the Contracting Officer.

(1) the amount of recovery funds invoiced by the contractor, cumulative since the beginning of the contract;

(2) a detailed list of all services performed or supplies delivered for which the contractor has invoiced, including –

(i) project title, if any;

(ii) a description of the project;

(iii) an assessment of the contractor’s progress towards the completion of the requirements of the contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(iv) an estimate of the number of jobs created by the project, in the United States and outlying areas; and

(v) an estimate of the number of jobs retained by the project, in the United States and outlying areas. A job cannot be reported as both created and retained.

(3) the Government contract number.

(4) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded if –

(i) in the Contractor’s preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(5) detailed information on any first-tier subcontract over \$25,000, where the subcontractor is not an individual, awarded by the contractor, funded under the Recovery Act, to include the following:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and of the subcontractor's parent company, if any.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System code.
- (vi) Funding agency.
- (vii) A description of the product or service to be provided under the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor physical address including street address, city, state and nine-digit zip code and congressional district if in the United States.
- (x) Subcontract primary performance location including street address, city, state and nine-digit zip code and congressional district if in the United States.
- (xi) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the subcontract is awarded if –
 - (i) entity in the subcontractor's preceding fiscal year, the subcontractor received --
 - (A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986,

(Note: the information in paragraphs (i) through (x) are not required to be reported for any contractor or first-tier subcontractor whose gross income did not exceed \$300,000 in the previous tax year will not have to report subcontracts.

(6) For subcontracts under \$25,000 or any subcontracts awarded to an individual, the total number of subcontracts awarded in the quarter and their total dollar amount.

I. Audit and Records—Negotiation

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to

reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's [or any subcontractors'] directly pertinent records involving transactions related to this contract or a subcontract hereunder [and to interview any current employee regarding such transactions.]

(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.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

J. Buy American

[When using funds appropriated under the American Recovery and Reinvestment Act for construction, use clauses J.XX, J.YY, J.ZZ, or J.WW. Use J.XX and J.YY for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States under \$7,443,000 and J.ZZ and J.WW for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States and over \$7,443,000.]

J.XX Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act —Construction Materials.

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5),) by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;¹

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

¹ The contracting officer would have to compare the offered price using foreign material to the price if all domestic material were used, based on the information provided by the offeror. If it does not increase the overall price by more than 25%, then it is not allowed. Offeror must then provide domestic.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

J.YY Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials.

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” and “steel,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-XX).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the American Recovery and Reinvestment Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price—

(i) 25% of the offered price, if foreign iron, steel, or other manufactured goods used as construction material; and

(ii) 6% of the value of foreign unmanufactured construction material included in the offer.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-XX, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-XX for the offer that is based on the

use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-XX does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding;
- or
- (ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX.

J.ZZ Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials under Trade Agreements.

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

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway,

Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States;

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material other than iron and steel; and

(iii) The WTO GPA and Free Trade Agreements (FTAs). Therefore, the restrictions of section 1605 American Recovery and Reinvestment Act and the Buy American Act are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;

- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies, use of foreign construction material other than that permitted by trade agreements is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site].

(End of clause)

Alternate I (DATE). As prescribed in 25.1102(e), add the following definition of “Bahrainian or Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian or Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain or Mexico; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials*. (1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5),), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States;

(ii) The Buy American Act (41 U.S.C. 10a - 10d), by providing a preference for unmanufactured domestic construction material other than iron and steel; and

(iii) The WTO GPA and Free Trade Agreements (FTAs) except NAFTA and the Bahrain FTA. Therefore, the restrictions of section 1605 of the American Recovery and Reinvestment Act and the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

J.WW Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials under Trade Agreements.

(a) *Definitions*. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-ZZ1).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the section 1605 of the American Recovery and Reinvestment Act or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price—

- (i) 25% of the offered price, if foreign iron, steel, or other manufactured goods used as construction material; and
- (ii) 6% of the value of foreign unmanufactured construction material included in the offer.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding;
- or
- (ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ.

Alternate II (DATE). As prescribed in 25.1102(e), add the definition of “Bahrainian or Mexican construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers*. (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.