

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>DE-AC07-05ID14517</b>	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO. <b>M025</b>	3. EFFECTIVE DATE <b>See Block 16c</b>	4. REQUISITION/PURCHASE REQ. NO. <b>NOPR</b>	5. PROJECT NO. (If applicable)		
6. ISSUED BY <b>U.S. Department of Energy Idaho Operations Office (NE-ID) Site Services Division 1955 Fremont Avenue Idaho Falls, ID 83401-1221</b>		CODE	7. ADMINISTERED BY (If other than Item 6) <b>Diane C. Long, Contract Specialist (208) 526-0949</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) <b>Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, ID 83415</b>			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC07-05ID14517</b>		
CODE			10B. DATED (SEE ITEM 13) <b>November 9, 2004</b>		
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 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)  
**N/A**

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): <b>THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	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).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Bilateral Modification in accordance with DEAR 970.1907-1 entitled "Subcontracting Plan Requirements" and Acquisition Letter No. AL-2005-15 "Implementation of the Price-Anderson Amendments Act of 2005"</b>
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor \_ is not, X 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)  
The purpose of this modification is to incorporate the approved FY 06 Small Business Subcontracting Plan to Part III Section J, Attachment J, incorporate DEAR 970.250-70, Nuclear Hazards Indemnity Agreement to Part II Section I, Contract Clause, and update Part II Section I, Contract Clauses and Table of Contents.

(See Continuation Page)

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>LISA A. SEHLKE PRIME Contract and Performance Management</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MICHAEL L. ADAMS Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>Lisa A. Sehlke</u> (Signature of person authorized to sign)		BY <u>Michael L. Adams</u> (Signature of Contracting Officer)	<u>12/15/05</u>

Part III Section J, Attachment J is deleted in its entirety and replaced with the attached Idaho National Laboratory Small Business Subcontracting Plan Period of Performance 10/01/05 – 09/30/06. (7 pages attached)

Part II Section I, Contract Clauses, I.1 - FAR 52.252-1 – Solicitation Provisions Incorporated By Reference, Page I – 3, Delete DEAR Clause 952-250-70 Nuclear Hazards Indemnity Agreement (Jun 1996).

Part II Section I, Contract Clauses Table of Contents is deleted in its entirety and replaced with the attached Part II Section I, Contract Clauses Table of Contents. (3 pages)

The contract is modified to add Clause I. 60, **DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**. The Table of Contents is also revised as attached (3 pages attached).

**I. 60 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

(a) *Authority*. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) *Definitions*. The definitions set out in the Act shall apply to this clause.

(c) *Financial protection*. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

(d)(1) *Indemnification*. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this

contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)(1) *Waiver of Defenses*. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;
2. Contributory negligence;
3. Assumption of risk; or
4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term *extraordinary nuclear occurrence* means an event, which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the

contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

*(l) Effective date.* This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

*(m) Relationship to Indemnity Given in Clause I.59.* To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of clause I.59 "52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984) (Deviation)" providing general authority indemnity shall not apply.

All other terms and Conditions remain unchanged.

**Idaho National Laboratory  
 Small Business Subcontracting Plan**

Contractor: Battelle Energy Alliance, LLC  
 Address: 2525 Fremont Avenue  
 Idaho Falls, ID 83415  
 Period of Performance: 10/01/05 — 09/30/06

Battelle Energy Alliance, LLC (BEA) has a strong commitment to the meaningful involvement of small business (SB), HUBZone small business (HSB), small disadvantaged business (SDB), 8(a)-certified small business (8a), women-owned small business (WOSB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB) and Native American small business (NAB), in the operation of the Idaho National Laboratory (INL). BEA supports the small business objectives of the U.S. Government and the Department of Energy (DOE) and recognizes that diversity in subcontracting provides a vital link to the local community, strengthens the economy, and represents best business practices.

In keeping with the above policy, BEA has established this Small Business Subcontracting Plan (Plan) for Fiscal Year 2006. This Plan will remain in effect for the period of performance specified above.

**(A) Annual Goals:** These goals are based on a total estimated procurement volume of \$235,000,000 for the period October 1, 2005 through September 30, 2006. The estimated procurement volume includes all anticipated contractual agreements between BEA and external performers excluding subcontracts involving performance outside the United States and purchases from a corporation, company, or subdivision that is an affiliate of BEA. BEA anticipates subcontracting/purchasing the following percentages and dollars as listed below:

Small Business Category	Percent of Subcontracting Dollars	Dollar Amount
Small Business Concerns	30	70,500,000
HUBZone Small Business Concerns	3	7,050,000
Small Disadvantaged Business Concerns	3	7,050,000
8(a)	2	4,700,000
Women-Owned Small Business Concerns	3	7,050,000
Veteran-Owned Small Business Concerns	2	4,700,000
Service-Disabled Veteran-Owned Small Business Concerns	1	2,350,000
Native American Small Business Concerns	1	2,350,000

In addition, BEA will emphasize utilization of Idaho based businesses by establishing the following goals for Idaho business concerns (IB) as a percentage

of the total estimated procurement volume of \$235,000,000:

Idaho Business Goals	Percent of Subcontracting Dollars	Dollar Amount
Idaho Business Concerns (small and other than small)	50.0%	117,500,000

**(B) Statement of Total Dollars Planned To Be Subcontracted:**

- (1) Total planned to be subcontracted: \$235,000,000
- (2) Total planned to be subcontracted to small business concerns: \$70,500,000
- (3) Total planned to be subcontracted to HUBZone small business concerns: \$7,050,000
- (4) Total planned to be subcontracted to small disadvantaged business concerns: \$7,050,000
- (5) Total planned to be subcontracted to 8(a) small disadvantaged business concerns: \$4,700,000
- (5) Total planned to be subcontracted to women-owned small business concerns: \$7,050,000
- (7) Total planned to be subcontracted to veteran-owned small business concerns: \$4,700,000
- (8) Total planned to be subcontracted to service-disabled veteran-owned small business concerns: \$2,350,000
- (9) Total planned to be subcontracted to Native American small business concerns: \$2,350,000
- (9) Total planned to be subcontracted to Idaho business concerns: \$117,500,000

**(C) Principal Types of Supplies and Services to be Subcontracted:** The principal products and services to be obtained in support of this Plan are those generally associated with an extremely diverse research and development environment. The business concerns in this Plan will generally supply a major portion of the goods and services listed below.

Supply or Service	SB	HSB	SDB	8(a)	WOSB	VOSB	SDVOSB	NAB
Information Technology Support	x	x	x		*	x	x	
Regulatory Data Management	x	x	x		x			
Analytical Testing	x		x		x			
Project Management Support	x		x	x	*	x		x
Technical Writing/Editing	x		x		x			*

Supply or Service	SB	HSB	SDB	8(a)	WOSB	VOSB	SDVOSB	NAB
Nuclear Engineering	x		x		x			
Nuclear Plant Safety	x		x		*			
Computer-Based Training	x		x					
Infrastructure Planning Support	x	x	x		x			
Software	x	x	x		x	x	x	
Health Physics and Dosimetry	x	x	x		x	x	*	
ES&H Services	x	x	x	x	*	*	*	
Metal Fabrication Services	x	x	x		*	x	x	
Construction Services	x	x	x	x	x	x	x	x
Waste Processing	x	x	x		*	x	*	
Facility Maintenance	x	x	x		*	x		x
NRC Licensing Support	x							
Records Management Support	x				x			
A/E Services	x			*			*	
Office Supplies	x				x			
Electrical Supplies	x							
Plumbing Supplies	x							
Janitorial Supplies	x							
Furniture	x			x	x			
Clothing	x							

\* BEA will make every effort to find appropriate suppliers in these categories.

(D) **Method Used to Develop Subcontracting Goals:** These goals are based on the best available information and on BEA's commitment to execute the proposed subcontracting strategy in this Plan. The most significant factor affecting the goals is due to the mandatory acquisition of certain services from the Idaho Cleanup Project contractor, a large business concern. The procurement base includes all dollars awarded with the exception of those dollars awarded to a corporation, company, or subdivision that is a BEA affiliate and to firms outside the United States.

(E) **Method Used to Identify Potential Sources:** BEA will rely upon the following resources to identify potential small business sources:

- The U.S. Small Business Administration's (SBA) Dynamic Small Business Search database
- The federal government's Central Contractor Registration (CCR) database
- BEA's supplier database, including the Supplier Yellow Pages database maintained by the Pacific Northwest National Laboratory

- State of Idaho businesses databases, e.g., Buy Idaho, and Small Business Development Centers
- Idaho Economic Development Directory
- Historical procurement records from procurement actions where small businesses were successful
- Northwest Minority Business Council and other regional organizations designed to foster small business involvement
- National Minority Purchasing Council
- Professional organizational directories of small businesses
- Federal Business Opportunities (FedBizOpps) to publicize significant procurement actions
- National Minority and Women Owned Business Directory
- Participation in regional and national small business and economic development conferences, including the Idaho Governor's Small Business Opportunity Conference, Governor's TechLaunch, Idaho's Association of Cities conference and the annual DOE Small Business Conference.

**(F) Indirect Costs:** Indirect costs are not included in the above goals.

**(G) Administrator of Subcontracting Program:** The prime responsibility for administration of the Plan rests with Catherine Salazar, the Small Business Program Manager. Any change in the name of the Small Business Program Manager will be communicated without delay to the Contracting Officer. Responsibilities of the Small Business Program Manager include:

- Serve as BEA's interface with SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
- Maintain business directories from regional minority purchasing councils and other sources to expand and keep current listings of SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
- Participate as the BEA representative in small business trade fairs, specifically directed toward offering opportunities for participants to do business with the INL.
- Attend DOE-sponsored Small Business Program Manager Meetings and participate in the annual DOE Small Business Conference.
- Participate in trade associations, business development organizations, and conferences to locate and identify SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
- Counsel and discuss subcontracting opportunities with potential

SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB and mentor and arrange appropriate assistance to these firms as required and practicable.

- Implement an INL Mentor-Protégé program.
  - Implement and manage the BEA "InReach" program to work with INL Directors and Managers to communicate goals and to identify specific small business opportunities within the technical programs.
  - Provide statistics to BEA management on progress toward established goals and recognition of significant individual performance in this area.
  - Hold periodic training and other meetings with the appropriate acquisition staff on Small Business Programs.
  - Conduct periodic meetings and otherwise communicate with BEA organizational components BEA's Small Business Programs.
  - Support DOE and SBA activities as requested.
- (H) Providing Equitable Opportunity:** BEA is committed to offering a fair and equitable opportunity for SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB to compete for the goods and services required to support the INL.
- BEA responds either verbally or in writing to each request received from firms that desire an opportunity to compete for business to the maximum practicable extent.
  - A computerized listing of SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB is maintained within the procurement system supplier database.
  - The Small Business Program Manager may participate in the screening of purchase requisitions and may add SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB as potential sources.
  - Staff members are encouraged by the Small Business Program Manager to use the SBA database and CCR for locating SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
  - Staff will post solicitations to the extent practicable on BEA's website to maximize exposure to SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
  - When appropriate, procurements may be synopsisized in FedBizOpps in an effort to locate additional qualified SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB for participation.
- (I) Flow-Down Provisions:** Each purchase order/subcontract action placed in

furtherance of the Prime Contract will include the applicable clauses relating to small business subcontracting at the prescribed thresholds.

Lower-tier subcontracting plans from large business concerns will be reviewed and approved by BEA's Small Business Program Manager. A point of contact is available for lower-tier subcontractor plan administrators to provide assistance in identifying potential SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB and to establish semi-annual reporting requirements.

BEA's approved purchasing system contains a requirement which instructs staff to include in all solicitations for negotiated procurements amounting to \$500,000, or more, and which will offer subcontracting opportunities, the requirement to develop and adopt a Small Business Subcontracting Plan as required by the Prime Contract.

- (J) Periodic Reporting and Cooperation with the DOE and the SBA:** BEA will submit such periodic reports, as may be required by DOE or the SBA, in order to determine the extent of compliance with this Plan.

BEA will cooperate in any studies or surveys conducted by DOE or SBA, by furnishing requested data.

BEA will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided by DOE and will ensure that its subcontractors also submit Standard Forms 294 and 295.

- (K) Record Keeping:** Computerized reports are used to track progress toward achievement of goals. These reports are used to prepare monthly and quarterly reports (more frequent if requested) summarizing activity and progress related to compliance with the Plan.

In support of this Plan, BEA will maintain the following records:

- (1) Source lists (e.g., CCR and SBA's database), guides and other data that identify SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
- (2) Organizations contacted to locate SB/HSB/SDB/8a/WOSB/VOSB/SDVOSB/IB/NAB.
- (3) Records on each solicitation resulting in an award of more than \$100,000 indicating:
  - Whether small business concerns were solicited and, if not, why not;
  - Whether veteran-owned small business concerns were solicited

- and, if not, why not;
  - Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - Whether HUBZone small business concerns were solicited and, if not, why not;
  - Whether small disadvantaged business concerns were solicited and, if not, why not;
  - Whether women-owned small business concerns were solicited and, if not, why not; and
  - If applicable, the reason award was not made to a small business concern.
- (4) Records of any outreach efforts to contact:
- Trade associations
  - Business and economic development organizations
  - Conferences and trade fairs to locate SB/HSB/SDBD/8a/WOSB/VOSB/SDVOSB/IB/NAB
  - Veteran's service organizations.
- (5) Records of internal guidance and encouragement provided to BEA personnel through
- Workshops, seminars, training, etc.
  - Monitoring, internal programs (e.g., InReach)
  - Monitoring performance to evaluate compliance with the program's requirements.
- (6) On a contract-by-contract basis, records to support award data submitted by the offeror.

**Part II Section I****Contract Clauses****Table of Contents**

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<sup>1</sup> I.59 Incorporated By Modification M002

<sup>2</sup> I.10 Replaced Under Modification M006

<sup>2</sup> I.43 Replaced Under Modification M006

<sup>3</sup> I.60 Incorporated By Modification M025

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