

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 | 2

2. AMENDMENT/MODIFICATION NO. M144		3. EFFECTIVE DATE See 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11974-5000		7. ADMINISTERED BY (If other than Item 6) Code					
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Brookhaven Science Associates, LLC 25 Brookhaven Avenue Building 460 Upton, New York 11973-5000				(✓)		9.A. AMENDMENT OF SOLICITATION NO.	
						9.B. DATED (SEE ITEM 11)	
						10.A. MODIFICATION OF Contract/Order NO. DE-AC02-98CH10886	
						10.B. DATED (SEE ITEM 13) 01/05/1998	
CODE N/A		FACILITY CODE N/A					

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)
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) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)
The purpose of this Modification is to Revise Part II, Section I Table of Contents; Revise Clause I.8 – FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JUN 2003); Add Clause I.74A - DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (OCT 2005); Revise Clause I.104, Obligation of Funds; Revise Part III, Section J Table of Contents; Replacement of Attachment J.8, Appendix H with FY'06 Small Business Subcontracting Plan and Replacement of Attachment J.9, Appendix I, DOE Directives.

15A. NAME AND TITLE OF SIGNER (Type or print) John Hauser Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert P. Gordon Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 2/19/06	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2-10-06
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Said contract, as modified previously, is hereby further modified as follows:

1. **Part II, Section I** – Contract Clauses, Table of Contents is revised to reflect revision to Clause I.8 and the addition of Clause I.74A.
2. **Revise Clause I.8** – Delete FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JUN 2003) in its entirety and replace with the attached updated revision FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (SEPT 2005).
3. **Add Clause I.74A** – Add DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (OCT 2005).
4. **Clause I.104 - OBLIGATION OF FUNDS:** The first sentence of paragraph (a) is revised to read as follows: “The amount presently obligated by the Government with respect to this Contract is \$3,818,134,669.36.”

The following is a history of the change in the obligated amount since the last M Modification that updated Clause I.104. (Mod M138 made no changes to I.104).

PRIOR OBLIGATION M135	\$ 3,419,747,161.80
DECREASE IN MOD A136	(2,057,072.39)
INCREASE IN MOD A137	12,349,240.44
INCREASE IN MOD A139	57,387,378.60
INCREASE IN MOD A140	31,280,261.95
INCREASE IN MOD A141	464,000.00
INCREASE IN MOD A142	48,469,317.78
INCREASE IN MOD A143	<u>250,494,381.18</u>
CURRENT TOTAL OBLIGATION:	\$ 3,818,134,669.36

5. **Part III, Section J** – List of Attachments, Table of Contents is revised to reflect the update to J.8.
6. **Attachment J.8, Appendix H** – FY’05 Small Business Subcontracting Plan identified as M129 is deleted in its entirety and replaced with the attached revised FY’06 Small Business Subcontracting Plan, identified as Modification M144.
7. **Attachment J.9, Appendix I** – DOE Directives: DOE Directives identified as Modification M135 is deleted in its entirety and replaced with the attached Appendix I, identified as Modification M144.

Attachments:

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

Clause I.8, FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (SEPT 2005)

Clause I.74A, DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (OCT 2005)

Part III, Section J, List of Attachments, Table of Contents

Section J, Attachment J.8, Appendix H - FY’06 Small Business Subcontracting Plan

Section J, Attachment J.9, Appendix I - DOE Directives

PART II

SECTION I

CONTRACT CLAUSES

TABLE OF CONTENTS

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.1	FAR 52.202-1	DEFINITIONS (DEC 2001); MODIFIED BY DEAR 952.202-1 (MAR 2002)	I-1
I.2	FAR 52.203-3	GRATUITIES (APR 1984)	I-3
I.3	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	I-4
I.4	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	I-5
I.5	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	I-5
I.6	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-7
I.7	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-8
I.8	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2005)	I-9
I.9	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	I-17
I.9A	FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	I-18
I.9B	FAR 52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)	I-21

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.10	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)	I-22
I.11	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	I-23
I.12	FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	I-24
I.13	FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	I-24
I.14	FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)	I-25
I.15	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)	I-26
I.16	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)	I-28
I.17	FAR 52.219-16	LIQUIDATED DAMAGES - SUB-CONTRACTING PLAN (JAN 1999)	I-35
I.18	FAR 52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)	I-36
I.19	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	I-36
I.20	FAR 52.222-3	CONVICT LABOR (JUN 2003)	I-37
I.21	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)	I-38
I.22	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)	I-39
I.23	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	I-40

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.24	FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002)	I-41
I.25	FAR 52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	I-43
I.26	FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)	I-43
I.27	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	I-48
I.28	FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)	I-50
I.29	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I)(AUG 2003)	I-51
I.29A	FAR 52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	I-52
I.30	FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	I-53
I.30A	FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	I-53
I.31	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	I-55
I.32	FAR 52.224-2	PRIVACY ACT (APR 1984)	I-55
I.33	FAR 52.225-1	BUY AMERICAN ACT--SUPPLIES (JUN 2003) (DEVIATION)	I-56
I.34	FAR 52.225-9	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005)	I-57
I.35	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)	I-61
I.36		RESERVED	I-61

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.37	FAR 52.229-8	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)	I-61
I.38	FAR 52.230-2	COST ACCOUNTING STANDARDS (APR 1998)	I-62
I.39	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)	I-64
I.40	FAR 52.232-17	INTEREST (JUN 1996)	I-67
I.41		RESERVED	I-67
I.42	FAR 52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)	I-68
I.43	FAR 52.233-1	DISPUTES (JULY 2002) (ALTERNATE I) (DEC 1991)	I-68
I.44	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) (ALTERNATE I) (JUNE 1985)	I-69
I.45	FAR 52.236-8	OTHER CONTRACTS (APR 1984)	I-71
I.46	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	I-71
I.47	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	I-72
I.48	FAR 52.242-13	BANKRUPTCY (JUL 1995)	I-72
I.49	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	I-72
I.50	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2005)	I-73
I.51	FAR 52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)	I-74
I.52	FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)	I-74

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.53	FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)	I-75
I.54	FAR 52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)	I-78
I.55	FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996); MODIFIED BY DEAR 970.4905-1 (DEC 2000)	I-79
I.56	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	I-84
I.56A	FAR 52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (ALTERNATE I) (APR 1984) (DEVIATION)	I-85
I.57	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984) (DEVIATION)	I-88
I.58	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	I-88
I.59	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	I-88
I.60	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	I-88
I.61	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	I-89
I.62	DEAR 952.204-2	SECURITY (MAY 2002)	I-89
I.63	DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEPT 1997)	I-92
I.64	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	I-93
I.65	DEAR 952.208-7	TAGGING OF LEASED VEHICLES (APR 1984)	I-94
I.66	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) (ALTERNATE I) (JUN 1997)	I-94

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.67	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (ALTERNATE I) (JUN 1996)	I-97
I.68	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)(JUN 1996)	I-97
I.69	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)	I-98
I.70	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984)	I-98
I.71	DEAR 952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	I-99
I.72	DEAR 952.224-70	PAPERWORK REDUCTION ACT (APR 1994)	I-99
I.73	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)	I-99
I.73A	DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)	I-100
I.73B	DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)	I-101
I.74	DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)	I-105
I.74A	DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)	I-109
I.75	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)	I-114
I.76	DEAR 970.5203-1	MANAGEMENT CONTROLS (DEC 2000) (DEVIATION)	I-115
I.77	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (DEC 2000)	I-116
I.78	DEAR 970.5203-3	CONTRACTOR'S ORGANIZATION (DEC 2000) (DEVIATION)	I-117
I.78A	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2000)	I-117
I.79	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) (DEVIATION)	I-118

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.80	DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)	I-119
I.81	DEAR 970.5208-1	PRINTING (DEC 2000)	I-121
I.82	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) (ALTERNATES II AND III) (DEC 2000)	I-121
I.83	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (JAN 2004)	I-125
I.84	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS - MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)	I-133
I.85	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)	I-133
I.86	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	I-134
I.87	DEAR 970.5223-2	AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)	I-137
I.88	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)	I-138
I.88A	DEAR 970.5223-5	DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)	I-139
I.89	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)	I-139
I.89A	DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)	I-139
I.90	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)	I-140
I.91	DEAR 970.5227-2	RIGHTS IN DATA - TECHNOLOGY TRANSFER (DEC 2000) (DEVIATION)	I-140

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.92	DEAR 970.5227-3	TECHNOLOGY TRANSFER MISSION (AUG 2002) (DEVIATION)	I-156
I.93	DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002)	I-169
I.94	DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	I-170
I.95	DEAR 970.5227-6	PATENT INDEMNITY - SUBCONTRACTS (DEC 2000)	I-170
I.96	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)	I-170
I.97	DEAR 970.5227-10	PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)	I-172
I.98	DEAR 970.5228-1	INSURANCE--LITIGATION AND CLAIMS (MAR 2002) (DEVIATION)	I-186
I.99	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)	I-189
I.100	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) (DEVIATION)	I-190
I.101	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)	I-190
I.102	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) (ALTERNATES II AND III) (DEC 2000) (DEVIATION)	I-191
I.103	DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000) (ALTERNATE II) (DEC 2000)	I-194
I.104	DEAR 970.5232-4	OBLIGATION OF FUNDS (DEC 2000)	I-196
I.105	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)	I-198
I.106	DEAR 970.5232-6	WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000)	I-199

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF CLAUSE	PAGE NO.
I.107	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	I-199
I.108	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)	I-199
I.109	DEAR 970.5235-1	FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2000)	I-200
I.110	DEAR 970.5236-1	GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000) (DEVIATION)	I-200
I.111		RESERVED	I-201
I.112	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (DEC 2000)	I-201
I.113	DEAR 970.5243-1	CHANGES (DEC 2000)	I-202
I.114	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (DEC 2000) (includes modifications in final rule dated 1/18/01) (DEVIATION)	I-202
I.115	DEAR 970.5245-1	PROPERTY (DEC 2000) (ALTERNATE I) (DEC 2000)	I-208

**CLAUSE I.8 - 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (SEPT 2005)**

(a) *Definitions.*

“Agency,” as used in this clause, means executive agency as defined in 2.101.

“Covered Federal action,” as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization,” as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

“Influencing or attempting to influence,” as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government,” as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency,” as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.

- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person,” as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Reasonable compensation,” as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment,” as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient,” as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed,” as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State,” as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action—

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those agency and legislative liaison activities expressly authorized by paragraph (b)(3)(i) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of—

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing

professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those professional and technical services expressly authorized by paragraph (b)(3)(ii) of this clause are permitted under this clause.

(4) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under paragraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes—

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

CLAUSE I.74A - 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 therefor 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.

Effective date

(1) *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.

(End of clause)

PART III

List of Documents, Exhibits and Other Attachments

Section J - List of Attachments

Table of Contents

Attachment No:	Attachment:
J.1	Appendix A – Advance Understandings on Human Resources
J.2	Appendix B - Performance Evaluation and Measurement Plan
J.3	Appendix C - Special Financial Institution Account
J.4	Appendix D - Budget Program
J.5	Appendix E - Reserved
J.6	Appendix F - Reserved
J.7	Appendix G - Purchasing System Requirements
J.8	Appendix H - FY '06 - Small Business Subcontracting Plan
J.9	Appendix I - DOE Directives/List B
J.10	Appendix J - Treaties and International Agreements/Waived Inventions
J.11	Appendix K - Reserved
J.12	Appendix L – Computation of Fee
J.13	Appendix M - Contract Guidance for Preparation of Diversity Plan

U.S. Department of Energy
and
Brookhaven Science Associates, LLC

ATTACHMENT J.8

APPENDIX H

FY'06 – SMALL BUSINESS SUBCONTRACTING PLAN

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

**Contract No. DE-AC02-98CH10886
Modification No. M144**

Small Business Subcontracting Plan

Identification Data

Contractor: **BROOKHAVEN SCIENCE ASSOCIATES, LLC**

Address: **BROOKHAVEN NATIONAL LABORATORY**
Upton, New York 11973-5000

Contract Number: **DE-AC02-98CH10886**

Item/Service: **BASIC RESEARCH**

Total Amount of the Contract for the Performance Period: **\$465,700,000.00**

Period of Contract Performance: **FY2006**

1. Type of Plan

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

2. Goals

State separate dollar and percentage goals for Small Business, Woman-Owned Small Business, Small Disadvantaged Business, Service-Disabled Veteran-Owned Small Business and HUB-Zone Small Business (hereafter referred to as the five small business categories), as subcontractors, for the basic and each option year, as specified in FAR 19.704

Individual goals are included in Appendix 1

Below is an estimate of the principle types of supplies and services to be subcontracted under this contract, and an indication of the types planned for subcontracting to the five categories of small business and large business.

Subcontracted Product/Service	SB	SDB	WOB	HUB	SDVOB	LB
A&E	X	X	X	--	--	X
CONSTRUCTION	X	X	X	X	X	--
R&D	X	X	X	--	--	X
SERVICE	X	X	X	X	X	X
MAT'L/SUPPLIES	X	X	X	X	X	X
ELECTRICAL	X	X	X	X	X	X
IT (Computer)	X	X	X	X	X	X
EQUIPMENT (MAJOR)	X	X	X	X	X	X

Note: The NAICS codes have not been included as the breadth of work subcontracted would require an extensive listing. The SBLO works directly with the procurement staff to ensure solicitations of small businesses to the maximum extent possible.

The five small business categories goals are based on consultations with the DOE and use BSA's current vendor base and directories including: DOD Central Contractor Registration (CCR). The DOE-OSDBU Small Business Contacts Database, Women's Chamber of Commerce, The Suffolk County Women's Business Enterprise Coalition, the Procurement Technical Assistance Center's Database, and sharing the Small Business databases from the other National Labs. The areas to be subcontracted to each target small business group are determined by historic references and current needs. Capabilities to provide goods and services are determined on an individual basis.

3. Indirect Costs

Indirect costs have **NOT** been included in the dollar and percentage subcontracting goals stated in Appendix 1.

4. Program Administrator

The contractor's subcontracting program administrator is:

Name: Jill Clough-Johnston
Title: Small Business Liaison Officer

Address: Brookhaven National Laboratory
Procurement & Property Management Division - Bldg. 355
Upton, NY 11973-5000

Telephone: 631 344-3173 Email: clough@bnl.gov FAX: 631 2344-5878

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

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to the five small business categories
- B. Making arrangements for the utilization of various sources for the identification of the five small business categories through some of the following resources: DOD Central Contractor Registration (CCR), The DOE-OSDBU Small Business Contacts Database, Women's Chamber of Commerce, the Procurement Technical Assistance Center's Database, Sharing the Small Business databases from the other National Labs, and The National Minority Business Directory, etc..
- C. Attending or arranging for the attendance of company counselors at various small business opportunity workshops; minority and women business enterprise seminars, trade fairs, procurement conferences, etc.;
- D. Ensuring the five small business categories are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- E. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.
- F. The SBLO will support the PPM Compliance and Policy Manager in randomly reviewing solicitations, evaluations and procurements to ensure they permit the maximum possible participation of the five small business categories.
- G. Monitoring the over \$500,000 (\$1M for construction) subcontractors performance and making small business suggestions, where applicable, so that any adjustments necessary to achieve the subcontracting plan goals can be made;

- H. Preparing, inputting and submitting timely subcontracting reporting through the eSRS.;
- I. Coordinating BSA's activities during the conduct of compliance reviews by Federal agencies.
- J. Assuring the integrity of supplier information in the Central Contractor Registration (CCR) through a series of controls that include a review of Certifications and Representations of new suppliers. Ensure that supplier NAICS codes and socioeconomic classifications are included in supplier descriptions.

5. **Equitable Opportunity**

The contractor agrees to ensure that all of the five small business categories will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
 - (i) The SBLO works with the Hauppauge Industrial Association (HIA), the Suffolk County Women's Business Enterprise Coalition (SCWBEC) and the MacArthur Business Alliance, and many other trade associations.
 - (ii) The SBLO also works with the: BNL/Stony Brook University/ Farmingdale College Small Business Development Centers (SBDC), the Long Island Development Corp – Procurement Technical Assistance Program (PTAP); Small Business Administration (SBA), The Government and Industry Advocates for Small Business (GIASB), and SATOP (Space Alliance Technology Outreach Program).
 - (iii) The SBLO along with procurement staff and personnel from the BSA Community, Education, Government and Public Affairs (CEGPA) directorate, as appropriate, will attend events such as the following:
 - Suffolk County Women's Business Enterprise Coalition Trade Fair & Meetings
 - DOE S/SDB Annual Conference
 - BNL Bi-Annual Procurement Fair
 - HIA Expo
 - The Government and Industry Advocates for Small Business Trade Fair & Meetings.
 - SBDC Trade Shows & Seminars

- Various SBA sponsored trade fairs/conferences & meetings.
 - (iv) Potential sources will be obtained from DOD Central Contractor Registration (CCR) database and other electronic medium.
 - (v) Utilization of the Internet to obtain new sources.
- B. Internal efforts to guide and encourage purchasing personnel;
- (i) Presenting workshops, seminars, and/or training programs, including training in the use of the CCR.
 - (ii) Establishing, maintaining, and using the five small business categories source lists, guides, and other data for soliciting subcontracts for giving leads to procurement staff.
 - (iii) Monitoring activities to evaluate compliance with the subcontracting plan.
 - (iv) Maintaining a list of trip reports and other documentation on the outreach activities attended, including new sources, along with recommendations to buyers to include these sources in the next appropriate solicitation.
- C. Outreach Events:
- (i) Develop an annual list of outreach events and activities to attend and participate in.
 - (ii) Obtain a list of outreach activities to attend from the DOE Small Business Program Manager.
 - (iii) Tally the list of events attended by the end of the fiscal year.
- D. Additional Efforts:
- (i) Attend DOE annual small business conferences and other small business seminars and trade shows.
 - (ii) Continue to work closely with both the on & off site SBDC's and our local SBA office.
 - (iii) Continue to network with other M&O contractor SBLOs,

- (iv) Organize & sponsor expos for procurement staff and credit card holders to meet local small business in all of the five small business categories,
- (v) Continue off-site speaking engagements on “How to Do Business with BSA”,
- (vi) Continue to work closely with BSA’s CEGPA directorate on outreach efforts,
- (vii) Continue to counsel small disadvantaged, HUB-Zone small businesses on how to become SBA certified,
- (viii) Organize and sponsor BNL’s Bi-Annual Procurement Fair.
- (ix) Develop an internal Small Business Policy, including a policy statement from the Laboratory Director.

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, “Utilization of Small Business Concerns.” in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 “Small Business Subcontracting Plan.” (FAR 19.704).

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

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of small business subcontracting achievement data formerly reported on the Standard Form (SF) 294 and/or SF 295, to the eSRS and (4) ensuring that large business subcontractors with subcontracting plans agree to input to the eSRS.

7. **Document Retention**

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

- A. A list of sources, guides and other data used to identify suppliers and vendors.
- B. Organizations contacted in an attempt to locate all categories of small business sources.
- C. Documents to support internal guidance and encouragement, provided to buyers through:
 - 1. workshops, seminars, training programs
 - 2. monitoring of activities to evaluate compliance
- D. The procurement file for all subcontract solicitations over \$100,000 will contain AMS-Form-002 which indicates for each solicitation whether the five small business categories were solicited, and if not, why not; and the reason for failure of solicited the small business concerns to receive the subcontract award.
- E. Representations and Certifications Information
 - 1. Representations and certification for all new suppliers to substantiate their socio-economic status for reporting purposes, and as required, recertification of the socio-economic status of all suppliers.
 - 2. Maintenance of SBA certification approval of Small Disadvantaged and 8(a) suppliers.
 - 3. Maintenance of HUB-Zone certification approval through their CCR registration profile.

This subcontracting plan was submitted by:

Signature: _____

Typed Name:

Michael Bebon

Title:

Deputy Director for Operations

Date Prepared:

12/13/05

Approval:

Signature: _____

Typed Name:

Robert P. Gordon

Title:

Contracting Officer

Date Prepared:

Feb 3, 2006

FY06 Subcontracting Plan – Appendix 1

Contractor: **BROOKHAVEN SCIENCE ASSOCIATES, LLC**

Address: **BROOKHAVEN NATIONAL LABORATORY**
Upton, New York 11973-5000

Contract Number: **DE-AC02-98CH10886**

1. Total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is **\$131,128,854.00**.
2. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and associated dollars are applicable to the contract cited above and will be pursued on a best efforts basis consistent with good commercial practices and best value assessments:
 - (i) **Small Business (SB)** concerns **41.30%** or **\$54,156,216.70** of total planned subcontracting dollars under this contract will go to subcontractors who are small business.
 - (ii) **Small Disadvantaged Businesses (SDB)** concerns: **6.33%** or **\$8,300,456.45** of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under (b) (i) above as a subset.
 - (iii) **Woman-Owned Small Business (WOB):** **5.76%** or **\$7,553,021.99** of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by a woman or women. This percentage is included in the percentage shown under (b) (i) above as a subset.
 - (iv) **HUB Zone small businesses (HUB):** **2.22%** or **\$2,911,060.55** of total planned subcontracting dollars under this contract will go to subcontractors who have received HUBZone certification through the Small Business Administration. This percentage is included in the percentage shown under (b) (i) above as a subset.
 - (v) **Service-Disabled Veteran-owned businesses (SDVOB):** **1.25%** or **\$1,639,110.67** of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by a service-disabled veteran. This percentage is included in the percentage shown under (b) (i) above as a subset.

U.S. Department of Energy

and

Brookhaven Science Associates, LLC

ATTACHMENT J.9

APPENDIX I

DOE DIRECTIVES/LIST B

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

**Contract No. DE-AC02-98CH10886
Modification No. M144**

Appendix I
Modification No. M144
Supplemental Agreement to
Contract No. DE-AC02-98CH10886

APPENDIX I

DOE DIRECTIVES

There is no List A to this Appendix.

List B to this Appendix contains two parts as follows:

Part I: "Directives List"

This section contains a list of Directives that are considered by DOE as applicable to the BNL contract.

Part II: "Partial Deletions of Directives"

This section contains a list of Directives that were accepted and implemented by the previous contractor but have subsequently been revised by DOE to remove certain sections.

Appendix I - Part I

CRD=Contractor Requirements Document

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
2/26/01	N 153.1	CONNECTIVITY TO ATMOSPHERIC RELEASE ADVISORY CAPABILITY
8/11/03	N 153.2	CRD - CONNECTIVITY TO NATIONAL ATMOSPHERIC RELEASE ADVISORY CENTER (NARAC)
10/02/00	N 203.1	CRD - SOFTWARE QUALITY ASSURANCE
11/1/99	N 205.2	CRD - FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS (Extended until 8/12/05 by DOE N 205.14 dated 8/12/04) (Extended until 9/30/06 by DOE N 205.16 dated 9/15/05)
11/23/99	N 205.3	CRD - PASSWORD GENERATION, PROTECTION, AND USE (Extended until 8/12/05 by DOE N 205.14 dated 8/12/04) (Extended until 9/30/06 by DOE N 205.16 dated 9/15/05)
6/4/03	N 205.6	EXTENSION OF DOE DIRECTIVE ON CYBER SECURITY (N 205.4)
2/11/04	N 205.8	CRD - CYBER SECURITY REQUIREMENTS FOR WIRELESS DEVICES AND INFORMATION SYSTEMS (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
2/19/04	N 205.9	CRD - CERTIFICATION AND ACCREDITATION PROCESS FOR INFORMATION SYSTEMS INCLUDING NATIONAL SECURITY SYSTEMS (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
2/19/04	N 205.10	CRD - CYBER SECURITY REQUIREMENTS FOR RISK MANAGEMENT (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
2/19/04	N 205.11	CRD - SECURITY REQUIREMENTS FOR REMOTE ACCESS TO DOE AND APPLICABLE CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
8/12/04	N 205.14	EXTENSION OF DOE DIRECTIVES (N 205.2 and N 205.3)
3/18/05	N 205.15	EXTENSION OF DOE DIRECTIVES - NOTICES 205.8, 205.9, 205.10, 205.11, 205.12
9/15/05	N 205.16	EXTENSION OF DOE DIRECTIVES (N 205.2 and N 205.3)
4/20/04	N 251.56	EXTENSION OF DOE N 481.1A
7/6/04	N 251.58	EXTENSION OF DOE DIRECTIVES (O 471.1A, M 471.1-1, AND O 473.2)
3/3/05	N 251.61	EXTENSION OF DOE M 475.1-1A
4/21/05	N 251.62	EXTENSION OF DOE N 481.1A
7/7/05	N 251.64	EXTENSION OF DOE DIRECTIVES (O 471.1A, M 471.1-1 Change1, M 472.1-1B, O 473.2, and N 473.9)
10/17/01	N 450.7	CRD - THE SAFE HANDLING, TRANSFER, AND RECEIPT OF BIOLOGICAL ETIOLOGIC AGENTS AT DOE FACILITIES (Extended until 06/30/04 by DOE N 450.12 dated 6/27/03) (Extended until 6/30/06 by DOE N 450.14 dated 6/3/05)
6/27/03	N 450.12	EXTENSION OF DOE N 450.7, THE SAFE HANDLING, TRANSFER, AND RECEIPT OF BIOLOGICAL ETIOLOGIC AGENTS AT DEPARTMENT OF ENERGY FACILITIES
6/3/05	N 450.14	EXTENSION OF DOE N 450.7, The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
4/21/03	N 481.1A	CRD – REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY (Extended until 04/20/05 by DOE N 251.56 dated 4/20/04) (Extended until 04/21/06 by DOE N 251.62 dated 4/21/05)
11/3/99	O 110.3	CRD - CONFERENCE MANAGEMENT
9/29/95	O 130.1	CRD - BUDGET FORMULATION PROCESS
9/30/95	O 135.1	BUDGET EXECUTION-FUNDS DISTRIBUTION AND CONTROL
1/13/04	O 142.1	CRD – CLASSIFIED VISITS INVOLVING FOREIGN NATIONALS
1/7/04	O 142.2	CRD – SAFEGUARDS AGREEMENT AND PROTOCOL WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
6/18/04	O 142.3	CRD – UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM
10/29/03	O 151.1B	CRD - COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM
9/30/96	O 200.1	CRD - INFORMATION MANAGEMENT PROGRAM
1/7/05	O 203.1	LIMITED PERSONAL USE OF GOVERNMENT OFFICE EQUIPMENT INCLUDING INFORMATION TECHNOLOGY
3/21/03	O 205.1	CRD – DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM
9/30/04	M 205.1-1	CRD – INCIDENT PREVENTION, WARNING AND RESPONSE (IPWAR) MANUAL
6/26/05	M 205.1-2	CRD – CLEARING, SANITIZATION, AND DESTRUCTION OF INFORMATION SYSTEM STORAGE MEDIA, MEMORY DEVICES, AND RELATED HARDWARE MANUAL
3/22/01	O 221.1	CRD - REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
3/22/01	O 221.2	CRD - COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
11/26/97	O 225.1A	CRD - TYPE A AND B ACCIDENT INVESTIGATIONS
9/15/05	O 226.1	CRD – IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY
3/19/04 9/9/04	M 231.1-1A Change 1	CRD - ENVIRONMENT, SAFETY, AND HEALTH REPORTING MANUAL
8/19/03	M 231.1-2	CRD - OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
4/9/01 10/14/03	O 241.1A Change 1	CRD - SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
1/30/98	O 251.1A	CRD - DIRECTIVES SYSTEM
11/19/99	O 252.1	CRD - TECHNICAL STANDARDS PROGRAM
9/30/96 5/8/98	O 350.1 Change 1	CRD - CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS CRD - EMPLOYEE BENEFITS
10/29/03	O 350.2A	CRD - USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
4/21/05	O 412.1A	CRD – WORK AUTHORIZATION SYSTEM

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
4/18/02	O 413.1A	CRD - MANAGEMENT CONTROL PROGRAM
1/08/01	O 413.2A	CRD - LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
10/13/00 1/3/05	O 413.3 Change 1	CRD - PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
03/28/03	M 413.3-1	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
6/17/05	O 414.1C	CRD - QUALITY ASSURANCE
5/20/02	O 420.1A	CRD - FACILITY SAFETY
7/23/04	O 420.2B	CRD - SAFETY OF ACCELERATOR FACILITIES
3/13/03	O 425.1C	CRD - STARTUP AND RESTART OF NUCLEAR FACILITIES
09/24/03	O 430.1B	CRD - REAL PROPERTY ASSET MANAGEMENT
4/15/02	O 430.2A	CRD - DEPARTMENTAL ENERGY AND UTILITIES MANAGEMENT
6/01/01	O 433.1	CRD - MAINTENANCE MANAGEMENT PROGRAM FOR DOE NUCLEAR FACILITIES
7/9/99 8/28/01	O 435.1 Change 1	CRD - RADIOACTIVE WASTE MANAGEMENT
7/9/99 6/19/01	M 435.1-1 Change 1	RADIOACTIVE WASTE MANAGEMENT MANUAL
3/27/98	O 440.1A	CRD - WORKER PROTECTION MANAGEMENT FOR DOE CONTRACTOR EMPLOYEES (Attachment 1, paragraph 8, and Attachment 2, paragraph 22, has been canceled by DOE O 414.1B, Quality Assurance dated 4/29/04)
11/27/02	O 440.2B	CRD - AVIATION MANAGEMENT AND SAFETY
6/6/01	O 442.1A	CRD - DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PRG.
5/15/00	O 443.1	PROTECTION OF HUMAN SUBJECTS
1/15/03 1/24/05	O 450.1 Change 1	CRD - ENVIRONMENTAL PROTECTION PROGRAM
8/2/04	P 450.7	DOE ENVIRONMENT, SAFETY AND HEALTH GOALS
7/15/03	P 455.1	USE OF RISK-BASED END STATES
4/4/03	O 460.1B	CRD - PACKAGING AND TRANSPORTATION SAFETY
12/22/04	O 460.2A	CRD - DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT
9/23/02	M 460.2-1	CRD - RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL
10/31/02	O 470.2B	CRD - INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM
10/18/04	O 470.3	DESIGN BASIS THREAT POLICY (CLASSIFIED)
8/26/05	M 470.4-1	CRD - SAFEGUARDS AND SECURITY PROGRAM PLANNING & MANAGEMENT

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
8/26/05	M 470.4-2	CRD – PHYSICAL PROTECTION
8/26/05	M 470.4-3	CRD – PROTECTIVE FORCE
8/26/05	M 470.4-4	CRD – INFORMATION SECURITY
8/26/05	M 470.4-5	CRD – PERSONNEL SECURITY
8/26/05	M 470.4-6	CRD – NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY
6/30/00	O 471.1A	CRD - IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (Extended until 06/30/05 by DOE N 251.58 dated 7/6/04) (Extended until 07/7/06 by DOE N 251.64 dated 7/7/05)
6/30/00 10/23/01	M 471.1-1 Change 1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL (Extended until 06/30/05 by DOE N 251.58 dated 7/6/04) (Extended until 07/7/06 by DOE N 251.64 dated 7/7/05)
8/3/99	M 471.2-2	CRD - CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL (DOE N 205.3, dated 11/23/99 cancels Paragraphs 4j(2) and 4j(6) of Chapter VI, and Paragraph 12a(2)(a) of Chapter VII.) (Notice 205.4 dated 3/18/02 cancels Chapter III Section 8)
4/9/03	O 471.3	CRD - IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
4/9/03	M 471.3-1	CRD - MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
2/26/01	M 475.1-1A	CRD - IDENTIFYING CLASSIFIED INFORMATION (Extended until 03/03/06 by DOE N 251.61 dated 3/3/05)
7/8/04	O 475.1	COUNTERINTELLIGENCE PROGRAM
9/28/01	O 481.1B	CRD - WORK FOR OTHERS (NON DOE FUNDED WORK)
1/03/01 9/28/01	M 481.1-1A Change 1	REIMBURSABLE WORK FOR NON-FEDERAL SPONSORED PROCESS MANUAL
1/12/01	O 482.1	CRD - DOE FACILITIES TECHNOLOGY PARTNERING PROGRAMS
1/12/01	O 483.1	CRD - DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
1/12/01	M 483.1-1	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
11/3/04	O 522.1	CRD - PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
1/6/03	O 534.1B	CRD – ACCOUNTING
8/19/03	O 551.1B	CRD - OFFICIAL FOREIGN TRAVEL
7/12/00	M 573.1-1	MAIL SERVICES USER'S MANUAL
5/2/01	P 141.1	DEPARTMENT OF ENERGY MANAGEMENT OF CULTURAL RESOURCES
5/8/01	P 205.1	DEPARTMENTAL CYBER SECURITY MANAGEMENT POLICY

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
6/10/00	P 413.1	PROGRAM AND PROJECT MANAGEMENT POLICY FOR THE PLANNING, PROGRAMMING, BUDGETING, AND ACQUISITION OF CAPITAL ASSETS
5/15/00	P 443.1	PROTECTION OF HUMAN SUBJECTS
9/15/05	P 456.1	SECRETARIAL POLICY STATEMENT ON NANOSCALE SAFETY
5/08/01	P 470.1	INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT POLICY
5/20/02	P 580.1	MANAGEMENT POLICY FOR PLANNING, PROGRAMMING, BUDGETING, OPERATION, MAINTENANCE AND DISPOSAL OF REAL PROPERTY
11/12/92	1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS
2/8/90 6/5/90 1/7/93	5400.5* Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
5/15/84 5/16/88 5/16/89 9/20/91 1/7/93	5480.4* Change 1 Change 2 Change 3 Change 4	ENVIRONMENTAL PROTECTION, SAFETY, AND HEALTH PROTECTION STANDARDS
7/9/90 5/18/92 10/23/01	5480.19 Change 1 Change 2	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES
11/15/94	5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES
1/14/92 4/10/92	5530.3 Change 1	RADIOLOGICAL ASSISTANCE PROGRAM
7/10/92 12/2/92	5530.5 Change 1	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER
5/8/85	5560.1A	PRIORITIES AND ALLOCATIONS PROGRAM
8/1/80	5610.2	CONTROL OF WEAPON DATA
5/26/94	5660.1B	MANAGEMENT OF NUCLEAR MATERIALS

ACCOUNTING PRACTICES AND PROCEDURES HANDBOOK		
5/2/83	Chapter V	INVENTORIES
6/30/80	Chapter X	PRODUCT COST ACCOUNTING

Appendix I - Part II

PARTIAL DELETIONS OF DIRECTIVES				
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE	DELETION DIRECTIVE DATE	SECTIONS DELETED
2/8/90 6/5/90 1/7/93	5400.5 Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	O 231.1 9/30/95 Change 1 10/26/95	Chapter II: Para 1a(3) (a)
5/15/84 5/16/88 5/16/89 9/20/91	5480.4 Change 1 Change 2 Change 3	ENVIRONMENTAL PROTECTION, SAFETY, AND HEALTH PROTECTION STANDARDS	O 440.1 9/30/95 Change 1 10/26/95	Attachment 2: Paras 2c, 2d(2) - (3), 2e(1) - (8); and Attach. 3: Paras 2c.; 2d(2) - (3), 2e(1) - (7)