

2. AMENDMENT/MODIFICATION NO. 1106	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 16EE001736	5. PROJECT NO. (If applicable)
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6. ISSUED BY Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	CODE 03601	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALLIANCE FOR SUSTAINABLE ENERGY, LLC Attn: RICHARD THOMAS FLEENER PO BOX 4011 Mailstop RSF-053 Golden CO 804024011	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-08GO28308
		10B. DATED (SEE ITEM 13) 07/29/2008

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.149 970.5243-1 Changes (Dec. 2000)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Administrative modification 1106 provides the following significant revisions to Contract Number DE-AC36-08GO28308:

- I. The Special Contract Requirement for Risk Management and Insurance Programs is incorporated in its entirety into Section H, Clause H.47.
- II. FAR Clause I.28, 52.219-9, Small Business Subcontracting Plan (Jul 2013) is deleted from Section I, Contract Clauses, Table of Contents and from Section I, Contract Clauses, and replaced with Small Business Subcontracting Plan (Oct 2015), Alternate II (Oct 2001).
- III. Section J, Attachment A, Section 3, Compensation, is deleted and replaced to update Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jean M. Siekerka
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 04/20/2016

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC36-08GO28308/1106

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NAME OF OFFEROR OR CONTRACTOR  
ALLIANCE FOR SUSTAINABLE ENERGY, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Paragraph 5, Guidance for CIP Promotional Funds.</p> <p>IV. Section J, Attachment F, Operating and Administrative Requirements (List B) is deleted and replaced to delete DOE O 350.1 CRDs, Change 1 and to incorporate DOE O 350.1, CRD, Change 5, Contractor Human Resource Management Programs.</p> <p>V. Section J, Attachment J, Performance Evaluation and Measurement Plan, FY 2016, Revision 4, dated October 5, 2015, is deleted and replaced with the FY 2016 Performance Evaluation and Measurement Plan dated February 23, 2016.</p> <p>VI. All other terms and conditions of the contract remain the same.</p> <p>This Contract is to operate and manage the National Renewable Energy Laboratory. FOB: Destination Period of Performance: 07/29/2008 to 09/30/2018</p>				

This Modification incorporates the following significant changes to contract DE-AC36-08GO28308:

- I. Section H, Clause H.47, Risk Management and Insurance Programs is hereby incorporated into the Contract as follows:

#### **H.47- Risk Management and Insurance Programs**

##### **1. BASIC REQUIREMENTS**

- a. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors), unless it is with unallowable dollars.
- b. Insurance programs and related costs must comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 28.308 – Self-Insurance, FAR 31.205-19, Insurance and Indemnification, and DEAR 970.5228-1, Insurance-Litigation and Claims.
- c. The insurance program must be conducted in the government's best interest and at reasonable cost.
- d. The contractor shall submit copies of all insurance policies to the Contracting Officer no later than 30 days after the effective date. The contractor will maintain a record copy of all policies and key self-insurance documents, when and if applicable.
- e. When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable. Use of a broker to obtain multiple quotes is a satisfactory competitive process.
- f. Ensure self-insurance programs include the following elements:
  - (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
  - (2) If a self-insurance program is approved, it must be executed in compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
  - (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

- (4) Accounting of self-insurance charges in the approved cost accounting system.
- (5) Accrual of a cash self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
  - (a) The claims reserve, if held in cash, shall be held in a special fund or interest bearing account.
  - (b) Submission of a formal written statement to the Contracting Officer stating that use of the cash reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
  - (c) Annual accounting and justification as to the reasonableness of the claims reserve available for Contracting Officer's review.
- g. If the contractor purchases a letter of credit or other financial instrument, the contractor shall separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- h. Comply with the Contracting Officer's written direction for the continuation of coverage and settlement of incurred and/or open claims owed or owing for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING. The Contractor shall:

- a. Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
  - (1) The amount paid for each claim.
  - (2) The amount reserved for each claim.
  - (3) The direct expenses related to each claim.
  - (4) A summary for the year showing total number of claims.
  - (5) A total amount for claims paid.
  - (6) A total amount reserved for claims.
  - (7) The total amount of direct expenses.
- b. Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- c. Provide additional claim financial experience data as may be requested on a case-by-case basis.

3. TERMINATING OPERATIONS. The Contractor shall:

- a. Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating, if applicable.
- b. Identify and provide insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
- c. Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination.

#### 4. INSURANCE POLICY CANCELLATION.

The Contractor shall:

- a. Obtain the written approval of the Contracting Officer for any change in program direction; and
- b. Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

- II. Section I, Clause I.28, 52.219-9 – Small Business Subcontracting Plan (Jul 2013) is hereby deleted from Section I, Contract Clauses, Table of Contents and from Section I, Contract Clauses and is replaced with:

**I.28 52.219-9 – Small Business Subcontracting Plan (Oct 2015), Alternate II (Oct 2001)**

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

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

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

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

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror’s subcontracting plan shall include the following:
  - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

- (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.
  - (ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
    - (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
    - (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
    - (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
    - (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of—
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
- (i) Small business concerns,
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns, and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;



- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
  - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
  
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
  - (i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --
    - (A) Whether small business concerns were solicited and if not, why not;
  
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  
    - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  
    - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
  
    - (F) Whether women-owned small business concerns were solicited and if not, why not; and
  
    - (G) If applicable, the reason award was not made to a small business concern.
  
  - (iv) Records of any outreach efforts to contact --
    - (A) Trade associations;

- (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
- (A) Workshops, seminars, training, etc., and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
  - (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.
- (k) The failure of the Contractor or subcontractor to comply in good faith with—
  - (1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.
  - (1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.
    - (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
    - (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
    - (iii) The authority to acknowledge receipt or reject the *ISR* resides—
      - (A) In the case of the prime Contractor, with the Contracting Officer; and
      - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

- (A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.
- (B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
- (C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.
- (D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.
- (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
- (F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

- (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
- (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
- (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars

attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

III. Section J, Attachment A, Personnel (Appendix A), Section 3, Compensation, is deleted and replaced to provide updated language for Paragraph 5, Guidance for CIP Promotional Funds.

IV. Section J, Attachment F, Operating and Administrative Requirements (List B), is deleted and replaced as follows.

## **Attachment F Operating and Administrative Requirements (List B)**

Prime Contract No. DE-AC36-08GO28308

The operating and administrative requirements, including the Contractor Requirements Documents of DOE directives listed below are applicable in whole or in part in accordance with clauses H-18, Application of DOE Contractor Requirements Documents, and 970.5204-2, Laws, Regulations, and DOE Directives (DEC 2000). The concurrence analysis documenting applicability for each requirement below is maintained in the DOE Master File as well as any assurances as required by Clause H-18, and are made a part of this Contract by reference and are managed through a formal change control process.

<b>Operating and Administrative Requirements</b>	<b>Applicability</b>
DOE O 130.1 CRD Budget Formulation Approved: 09/29/95	CRD applicable in whole
DOE O 142.3A CRD Unclassified Foreign Visits and Assignments Program Approved: 10/14/2010	CRD applicable in whole
DOE O 151.1C CRD Comprehensive Emergency Management System Approved: 11/02/05	CRD applicable in whole
DOE O 200.1A CRD Information Technology Management Approved: 12/23/2008	CRD applicable in whole

DOE O 205.1B CRD Department of Energy Cyber Security Program Approved: 05/16/11	CRD applicable in part
DOE O 206.1 CRD Department of Energy Privacy Program Approved: 01/16/09	CRD applicable in whole
DOE O 206.2 CRD Identity, Credential, and Access Management (ICAM) 02/19/13	CRD applicable in part
DOE O 210.2A CRD DOE Corporate Operating Experience Program Approved: 04/08/11	CRD applicable in whole
DOE O 221.1A CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 04/19/08	CRD applicable in whole
DOE O 221.2 CRD Cooperation with the Office of Inspector General Approved: 03/22/01	CRD applicable in whole
DOE O 225.1B CRD Accident Investigations Approved: 03/04/11	CRD applicable in whole
DOE O 226.1B CRD Implementation of Department of Energy Oversight Policy Approved 04/25/11	CRD applicable in whole
DOE O 227.1 CRD Independent Oversight Program Approved: 08/30/11	CRD applicable in whole
DOE O 231.1B CRD Environment, Safety and Health Reporting Approved: 06/27/11	CRD applicable in whole
DOE O 232.2 CRD Occurrence Reporting and Processing of Operations Information Approved: 08/30/11	CRD applicable in whole
DOE O 241.1B CRD Scientific and Technical Information Management Approved: 12/13/10	CRD applicable in whole
DOE O 243.1B CRD Records Management Program Approved: 03/11/13	CRD applicable in part
DOE O 350.1 CRD(s) Change 5 Contractor Human Resource Management Programs Approved: 09/30/96 Change 5: 09/30/14	CRD applicable in whole



DOE O 350.2B CRD Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in Washington, D.C. Area Approved: 05/31/11	CRD applicable in whole
DOE O 413.1A CRD Management Control Program Approved: 04/18/02	CRD applicable in whole
DOE O 413.2B CRD Laboratory Directed Research and Development Approved: 04/19/06	CRD applicable in whole
DOE O 413.3B CRD Program and Project Management for the Acquisition of Capital Assets Approved: 11/29/2010	CRD applicable in whole
DOE O 414.1D CRD Quality Assurance Approved: 04/25/11	CRD applicable in part
DOE O 430.1B CRD Change 2 Real Property Asset Management Approved: 09/24/03	CRD applicable in whole
DOE O 436.1 CRD Departmental Sustainability Approved: 05/02/11	CRD is applicable in whole
DOE O 442.1A CRD Department of Energy Employee Concerns Program Approved: 06/06/01	CRD applicable in whole
DOE O 442.2 CRD Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns Approved: 07/29/11	CRD applicable in whole
DOE O 456.1 CRD The Safe Handling of Unbound Engineered Nanoparticles Approved: 05/31/11	CRD applicable in part
DOE O 458.1 CRD Change 2 CRD Radiation Protection of the Public and the Environment Approved: 06/06/11	CRD applicable in part
DOE O 470.4B CRD Safeguards and Security Program Approved: 07/21/11	CRD applicable in part
DOE O 471.3 CRD Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE M 471.3-1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole

DOE O 472.2 CRD Personnel Security Approved: 07/21/11	CRD applicable in part
DOE O 473.3 CRD Protection Program Operations Approved: 06/29/11	CRD applicable in part
DOE O 475.1 CRD Counterintelligence Program Approved: 12/10/04	CRD applicable in whole
OE O 483.1A CRD DOE Cooperative Research and Development Agreements Approved: 11/06/13	CRD applicable in part
DOE O 484.1 CRD Reimbursable Work for the Department of Homeland Security Approved: 08/17/06	CRD applicable in whole
DOE O 522.1 CRD Pricing of Departmental Materials and Services Approved: 11/03/04	CRD applicable in whole
DOE O 534.1B CRD Accounting Approved: 01/06/03	CRD applicable in whole
DOE O 551.1D CRD Official Foreign Travel Approved: 04/02/12	CRD applicable in whole
DOE O 580.1A CRD Department of Energy Personal Property Management Program Approved: 03/30/12	CRD applicable in whole

**Summary of Modifications to Attachment F  
Operating and Administrative Requirements  
Mod 1106**

Deleted	DOE O 350.1 CRD(s) Change 1 Contractor Human Resource Management Programs Approved: 09/30/96 Change 1: 05/08/98	CRD applicable in whole
Added	DOE O 350.1 CRD(s) Change 5 Contractor Human Resource Management Programs Approved: 09/30/96 Change 5: 09/30/14	CRD applicable in whole

V. Section J, Attachment J, Performance Evaluation and Measurement Plan, FY 2016, Revision 4 dated October 5, 2015 is hereby deleted and Performance Evaluation and Measurement Plan, FY 2016, dated February 23, 2016, is hereby incorporated into this contract by reference.

VI. All other terms and conditions of the contract remain the same.