

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 094	3. EFFECTIVE DATE 10/01/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Nevada Site Office U.S. Department of Energy NNSA/Nevada Site Office P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002	7. ADMINISTERED BY (If other than Item 6) NNSA/Nevada Site Office U.S. Department of Energy NNSA/Nevada Site Office P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NATIONAL SECURITY TECHNOLOGIES, LLC Attn: SUSAN C. OTIS PO BOX 98521 LAS VEGAS NV 891938521		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 195194779 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25946	
		10B. DATED (SEE ITEM 13) 03/28/2006	

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) P.L. 95-91, American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to transmit Work Authorization (WA) RA-10-002 included as Attachment 1 to this modification. The WA is being issued to authorize ARRA funding to be used to provide support to the Las Vegas Satellite Office on an as-needed basis in support of the Energy Efficiency Conservation Block Grant Program. Funding in the amount of \$60,000 is being provided to cover support from 10/1/2010 through 9/30/2011.

LIST OF CHANGES:

Reason for Modification : Other Administrative Action
 Period of Performance: 07/01/2006 to 09/30/2013

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 09/28/2010

**WORK AUTHORIZATION
U.S. DEPARTMENT OF ENERGY CONTRACT WORK AUTHORIZATION**

1a. Project Title: Las Vegas Satellite Office Energy Efficiency Conservation Block Grant Program	1b. Work Proposal Number (if applicable): N/A
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2. Headquarters Program Point of Contact.

Name: Bradley J. Poston	Organization Code: MA-64	Telephone No.: 202-287-1389
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3. Headquarters Budget Point of Contact.

Name: Marilyn Dillon	Organization Code: MA-1.1	Telephone No.: 202-586-4919
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4. Responsible Program: Office of Management (MA)	5. Responsible Secretarial Officer: Ingrid Kolb MA-1
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6. Responsible Field Organization: **NNSA Nevada Site Office**

7a. Site and Facility Management Contractor: National Security Technologies, LLC	7b. Contractor Point of Contact.
Name: A. C. Hollins, Jr.	Telephone No.: 702-295-6657

8. Work Authorization Number: RA-10-002	9. Revision Number:
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10. Funds Authorized. *See Page 4, Paragraph E., Funds Authorized.

Budget and Reporting Code: C002079	Previous: \$ -0-	Change: +\$ -0-	Current: \$ 60,000.00
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11. Performance Period Covered by Funds. From: Oct 1, 2010 To: Sep 30, 2011	12. Work Start Date: October 1, 2010	13. Expected Completion Date: September 30, 2011
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14. Statement of Work:
See American Recovery and Reinvestment Act Requirements (Attachment 1) for a description of the Statement of Work, milestones, deliverables, performance measures/expectations and other requirements mandated by the American Recovery and Reinvestment Act.

15. Reporting Requirements (Status reports, scientific and technical information or similar): See Attachment 1

16. Work Authorization Program Official.

Name (typed): Stephen A. Mellington	Signature: <i>Stephen J. Lawrence</i>	Date: 9.28.10
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17. DOE Field Organization Official.

Name (typed): Kathleen M. Lynn	Signature: <i>Kathleen M. Lynn</i>	Date: 9/28/10
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18. Contractor's Authorized Representative.

Name (typed): Jack Stumpf	Signature: <i>Jack Stumpf</i>	Date: 9/28/10
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19. DOE Contracting Officer (or delegated representative).

Name (typed): Darby A. Dieterich	Signature: <i>Darby A. Dieterich</i>	Date: 9/28/10
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*See paragraph E of the American Recovery and Reinvestment Act Requirements (Attachment 1) for total funds authorized.

American Recovery and Reinvestment Act Requirements (Attachment 1)

- A. The specific Statement of Work funded by this Work Authorization pursuant to contract **DE-AC52-06NA25946** clause B-9999, clause H-9999 and to the American Recovery and Reinvestment Act, Pub. L. 111-5, (Recovery Act) is as follows:

Recovery Act Project Statement of Work
<p>Provide the following services on an as-needed basis to the Las Vegas Satellite Office Energy Efficiency Conservation Block Grant Program. These efforts support 25 people located in the Nevada Support Facility.</p> <ul style="list-style-type: none">▪ Medical Services;▪ Project Controls Engineer▪ Vehicles;▪ Reproduction Support; and▪ Telephones
<p>Total overall estimated cost is \$60,000.00.</p>

- B. The specific milestones for this Work Authorization are as follows:

- **Support will be provided on an as-needed basis throughout the period of performance.**

- C. The specific deliverables for this Work Authorization are as follows:

- **Monthly reports**

- D. The specific performance measures/expectations must be connected to the Recovery Act work under this Work Authorization. The specific performance measures/expectations for this Work Authorization are as follows: **N/A**

- E. The funds authorized for this Work Authorization are subject to the following:

1. Pursuant to clause B-9999 and the clause in Section I, entitled "Obligation of Funds," total funds in the amount of **\$60,000.00** are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work under Work Authorization **RA-10-002** from **October 1, 2010** of this through **September 30, 2011**. Associated accounting and appropriation data is:

Accounting and Appropriations Data

Level Name	Fund	Appropriation Year	Allottee	Reporting Entity	Object Class	Program	Project	WFO	Amount
Level	1	2	3	4	5	6	7	8	9
Numerical Characters	06500	2009	01	100035	25400	3124701	2007000	000000	\$ 60,000

F. The other requirements mandated by the American Recovery and Reinvestment Act, which is applicable only to the Recovery Act work, are as follows:

1. **Subcontracts:**

The Contractor is informed of the Government's preference, to the maximum extent possible, when issuing subcontracts funded under the Work Authorization for Recovery Act work, the subcontracts should be awarded as fixed priced actions using competitive procedures and documented accordingly in the event fixed priced/competitive procedures are not utilized. To the maximum extent possible, subcontracts funded under this Work Authorization shall be awarded as fixed-price contracts through the use of competitive procedures. A summary of any subcontract awarded with such funds that is not fixed-price and not awarded using competitive procedures shall be posted in a special section of the website www.recovery.gov, maintained by the Accountability and Transparency Board.

2. **Definitions:**

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

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

3. **Flow Down Provision**

The Contractor must include the below requirements in every subcontract over \$25,000 that is funded, in whole or in part, by the Recovery Act unless the subcontract is with an individual.

4. Segregation and Payment of Costs

The Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. The Recovery Act funds can be used in conjunction with other funding as necessary to complete projects. However, the Contractor must ensure that the project contains the authorized Treasury Accounting Symbol (TAS) approved by the Contracting Officer to ensure linkage between procurement and financial data. The Contractor should issue separate contracts (if subcontracted) for the Recovery Act project tasks to ensure compliance with the tracking and reporting requirements of the Recovery Act and related Guidance.

5. Prohibition on Use of Funds

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

6. Wage Rates

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

7. Publication

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

8. Registration requirements

The Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) within 10 days after receipt of subcontract.

9. Utilization of Small Business

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

10. Access

- (i) As required by the Recovery Act, the Comptroller General and his representatives are authorized to examine any records of the Contractor or any of its Subcontractors that involve transactions relating to the contract or subcontract and to interview any officer or employee of the Contractor or any of its subcontractors, regarding such transactions.
- (ii) As required by the Recovery Act, any representative of an appropriate Inspector General is authorized to examine any records of the Contractor or any of its Subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the Contractor or Subcontractor regarding such transactions.
- (iii) As required by the Recovery Act, the Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the contractor and any of its subcontractors, and the right to interview any officer or employee of the contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

11. Certification

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

12. FAR 52.203-15 – Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)

[Revised from the FAR clause dated March 2009.]

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.
(End of clause)

13. **FAR 52.204-11 – American Recovery and Reinvestment Act—Reporting Requirements. (JUL 2010)**

[Applicable to all ARRA Work Authorizations from the date this modification is executed. The revised clause requires first-tier subcontractors with Recovery Act funded awards of \$25,000 or more to report jobs information to the prime contractor for reporting into FederalReporting.gov.]

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation, etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors . These FAQs are also linked under <http://www.FederalReporting.gov> .
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be update from time-to-time. The first report is due not later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors .
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov> .
 - (1) The Government contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the contractor shall provide—
- (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors .
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(1)(i), (ix), (x), (xi)m and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.

- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide—
 - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(End of clause)

14. FAR 52.215-2 Audit and Records -- Negotiation (Alt I) (Mar 2009)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- d) *Comptroller General or Inspector General.*
 - (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
 - (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
 - (ii) Interview any officer or employee regarding such transactions.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.

- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.
- (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

(End of Clause)

15. FAR 52.244-6 -- Subcontracts for Commercial Items. (Jun 2010)

[Addresses Whistleblower Protections under ARRA in paragraph (c)(1)(ii)]

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

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be

directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (vii) [Reserved]
- (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

- (d) The Contractor shall include the terms of this clause, including this paragraph (d), but not including paragraph (e), in subcontracts awarded under this contract.
- (e) To the maximum extent practicable, when the Contractor acts as a purchasing agent for the Government with respect to a purchase that exceeds the simplified acquisition threshold, the Contractor shall conduct market research (10 U.S.C. 2377(c)) to—
 - (i) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that—
 - (A) Meet the agency's requirements;
 - (B) Could be modified to meet the agency's requirements; or
 - (C) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and
 - (ii) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)