AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: T&M Contract

PAGE OF PAGES: 1 / 17

2. AMENDMENT/MODIFICATION NO.: 017

3. EFFECTIVE DATE: See Block 16.c.

4. REQUISITION/PURCHASE REQ. NO.: 01-09IM000457

5. PROJECT NO. (If applicable):

6. ISSUED BY — CODE: MA-641

US Department of Energy
Office of Headquarters Procurement Services
1000 Independence Ave, SW/MA-641
Washington, D.C. 20585 Attn: Patrick A. Thornton

7. ADMINISTERED BY (If other than Item 6) — CODE: MA-641

Same as block 6

Telephone#: (202)287-1532 Fax (202) 287-1456/1457

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Energy Enterprise Solutions LLC
20440 Century Blvd., Suite 150
ATTN: Ms. Eileen Lake
Germantown MD 20874
TIN 20-1829526 DUNS: 170309582
Ph. (301) 444-1339 Fax: (301) 916-0066

CODE: FACILITY CODE:

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.: DE-AM01-06IM00054

10B. DATED (SEE ITEM 13): 12/05/2005

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): B/NC A311

Not Applicable. No Changes.

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: Clause I.1, "Changes—Time & Materials or Labor Hours," FAR 52.243-3

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] 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.)

This modification is to incorporate a number of changes into the contract, summarized below:

(1.) Post-Award Small Business Program Rerepresentation Clause update;
(2.) American Recovery and Reinvestment Act (ARRA) revisions to Sections B, C, G, H and I of the contract. These changes include updated clauses H.47 Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 and I.1, Audit and Records—Negotiation Alternate I; also new clauses H.48 Recovery Act Access and Certiification, H.49 American Recovery and Reinvestment Act—Reporting Requirements and H.50 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009;
(3.) Clause I.1, Payments Under Time & Materials and Labor-Hour Contracts clause update; and
(4.) Addition of Clause H. 51Protection of Personally Identifiable Information (PII) and Reporting of PII-Related Incidents.

Attachment: Department of Energy ARRA Funding Codes as of April 16, 2009.

There are no other changes to contract terms and conditions except as set forth herein.

15A. NAME AND TITLE OF SIGNER (Type or print): Eileen Lake

15B. CONTRACTOR/OFFEROR: (Signature of person authorized to sign)

15C. DATE SIGNED: 4/28/09

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Patrick A. Thornton, Contracting Officer

16B. UNITED STATES OF AMERICA — BY: (Signature of Contracting Officer)

16C. DATE SIGNED: APR 29 2009

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Summary. The purpose of this Modification is to update the master contract for new American Recovery and Reinvestment Act (ARRA) and Protection of Personally Identifiable Information (PII) requirements, and to update the Post-Award Small Business Rerepresentation clause and the Payments clause. Details are provided below. These revisions are effective at the master task and subtask level upon award of this Modification.

2. Post-Award Small Business Program Rerepresentation Clause Update. Clause H.38, as added by Modification M007, is hereby updated to the new version of the clause, in full text below:

Post-Award Small Business Program Rerepresentation (FAR 52.219-28)(Apr 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified

in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it __ is, __ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

3. American Recovery and Reinvestment Act Requirements. This act, Public Law 1115, impacts most Sections of the master contract. These revisions are set forth below by Section and Clause.

(a.) Section B, Clause B.1 Items Being Acquired. The following Items are added, *applicable only to ARRA obligations made at the Master Task level, and only to the Subtasks/line items to which ARRA funding is allocated when it is obligated:*

Item 4. Recovery Act Funded Direct Labor. *All direct labor funded by Public Law 1115 shall be tracked separately from direct labor funded by other obligations, i.e. as a separate reportable line item (Item 3 is modified to address reporting for this purpose). The contract's standard DPLH rates apply also to ARRA direct labor.*

Item 5. Recovery Act Funded Other Direct Costs (ODC's). *All direct labor funded by Public Law 1115 shall be tracked separately from direct labor funded by other obligations, i.e. as a separate reportable line item*

Item 6. Reporting Requirements. *The Contractor shall provide separate reporting and all data deliverables as required by and to the Contracting Officer's Representative (COR) relative to ARRA funding, in accordance with Clause H….., American Recovery and Reinvestment Act—Reporting Requirements.*

(b.) Funding. Although no funding is obligated on the Master Contract, all Master Tasks (and their Subtasks) have obligations which are tracked. *Any Master Task on which ARRA funds are obligated shall add tracking tables for this funding, at the Subtask level if subtasks are used on that Master Task. Separate Subtasks shall be established for effort supported by ARRA funds. This funding may not be commingled with other appropriated funds. Duplicates of the standard tracking tables shall be used, identified as applicable to ARRA funds. ARRA obligations shall be allocated to either DPLH or ODC as with all other obligations.*

Separate accounting and appropriation data tables shall also be used for ARRA funds. The section below will be utilized for this funding when applicable. Unique data applies

to ARRA funds: a listing of STARS Fund codes and Treasury Accounting Symbols (TAS) that must be placed in the description field for ARRA funding is attached to this Modification.

ACCOUNTING AND APPROPRIATION DATA (Recovery Act):

Fund	*Year*	*Allot*	*Report. Entity*	*Object Class*	*Program*	*Project*	*WFO*	*Local Use*	*Dollar Amount*
								Total:	*$*

Note: Certification requirements for invoices covering Recovery Act funding are in the revision to Clause G.4, Billing Instructions, below.

(c.) C.1 Scope of Work (DOE-C-1001) Performance Work Statement. The following text is added to this Clause and is specific to ARRA-funded requirements only:

Effort funded by the Recovery Act is required to be separately identified from other work on the contract, and tracked as set forth in Modification 017 to the Master Contract. This Performance Work Statement (PWS) will be supplemented at the Master Task (and Subtask) levels as required in the event of Recovery Act funds being obligate. The supplemental requirements may include a separate product-oriented Work Breakdown Structure (WBS), schedule or milestone requirements, performance measures (and QASP supplement if necessary) and deliverables, including reports (Performance Objective C). All ARRA effort, however, must be within the scope of the Master Contract PWS.

(d.) Clause F.1, Term of Contract. This clause is modified to add the following text: *Separate performance periods for ARRA-funded effort shall be included in each Master Task to which ARRA funds are obligated.*

(e.) Clause G.4, Billing Instructions. Some of these revisions are ARRA-related and some are not. The prior clause dated APR 2004 is deleted and replaced by the following:

G.4 Billing Instructions (DOE-G-1001—Alt I)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other than Personal) when requesting payment for supplies or services rendered. Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at http://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(End of clause)

Note 1. See Clause H...., Recovery Act Access and Certification for ARRA invoice certification requirements. For Recovery Act-funded effort, the Contractor shall certify that costs included in the invoice for this effort were incurred only to accomplish the Recovery Act-funded effort specified in Section C. The contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the accounting and appropriations data line level. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices.

Note 2. HQ Requirements Contact Points for Assistance, Oak Ridge Financial Service Center: As noted on page 1 of the contract, Block 12, this contact point is Ms. Heather Harris, Oak Ridge Financial Service Center (ORFSC), Payments Branch, ph. (865) 576-0879, email HarrisH@oro.doe.gov. An alternate Point of Contact is Tim Southard, ph. (865) 241-2059, email southardtj@oro.doe.gov.

Note 3. Electronic Payment. In accordance with FAR.52.232-33, Mandatory Information for Electronic Funds Transfer Payment, prior to submission of the first request for payment (invoice) under this order, the Contractor shall provide the information required to make payment by Electronic Funds Transfer (EFT) directly to the payment office at U.S. Department of Energy. The Government is not required to make any payment under this order until after receipt, by the designated payment office, of the correct EFT information. Until receipt of the correct EFT information, any invoice submitted shall be deemed not to be a valid invoice as defined in the Prompt Payment clause. The payment office may return the invoice to the Contractor without payment.

NOTE 4. Invoice Preparation Instructions. Each invoice or voucher submitted shall include the following information, including all information required by FAR 52.232-25, Prompt Payment:

(1) Contract Number
(2) Contractor Name
(3) Date of Invoice
(4) Invoice Number
(5) Invoice Amount
(6) Period Covered by Invoice
(7) Cumulative Amount Invoiced to Date
(8) Labor Charges shall be accompanied by the following:

(i) A summary listing and listing of the hours expended by individual work order during the invoice period and totals to date, broken down by labor categories/key and non-key individuals with the associated fixed labor rates identified within Section B of this contract. The contractor shall not bill for any labor category

which is not listed in the contract.

(ii) Invoices which span two or more years shall be segregated by each period of the contract and have continuing cumulative totals by both cost and labor category, and by individual work order number.

(9) If an ODC Pool is included in the contract, the invoice shall include charges authorized in the contract, to be reimbursed at cost plus the approved handling or General & Administrative expense. The contractor will provide a detailed listing of all reimbursable other direct costs in accordance with the Payment clause in Section H of this contract. Invoices for all charges other than the DPLH expended by the Prime Contractor shall be made available upon request by the COR. The only exception to this requirement, as provided by FAR 52.232-7 "Payments Under Time-and-Materials and Labor-Hour Contracts," (Clause I.2) shall be for Small Business concerns. Small Business Concerns must have incurred the associated charges, but need not have already paid the invoices for the charges involved, prior to including them within an invoice or voucher to the Government.

(10) The invoice shall also contain a certification signed by the Contractor to the effect that:

Under penalty of law, Energy Enterprise Solutions LLC certifies that the invoice is truthful and accurate, and that the services and charges set forth herein comply with the terms and conditions of the subject contract, and that the costs and charges set forth herein are necessary and reasonable."

(11) The contractor may bill the U.S. Department of Energy only once per 30 day period.

(f.) Special Provisions Relating To Work Funded Under American Recovery and Reinvestment Act of 2009. Clause H.47 of this title, dated February 2009, is hereby deleted and replaced by the following updated version of the clause:

H.47 DOE-H-1044. Special Provisions Relating To Work Funded Under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

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

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

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

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

Be advised that special provisions may apply to projects funded by the Act relating to:
• Reporting, tracking and segregation of incurred costs;
• Reporting on job creation and preservation;
• Publication of information on the Internet;
• Protecting whistleblowers; and
• Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

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

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

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

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

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

C. Prohibition on Use of Funds

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

D. Wage Rates

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

E. Publication

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

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11.

G. Utilization of Small Business

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

(g.) Recovery Act Access and Certification. The following clause is added to the Master Contract as H.48:

H.48. Recovery Act Access and Certification

Access—

i. 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. 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. 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.

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 andJor work was performed for a purpose authorized under the Recovery Act.

(h.) Audit and Records. In Clause I.1, Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998), FAR 52.215-2, Audit and Records, is deleted and replaced by FAR 52.215-2, Audit and Records—Negotiation Alternate I (FAR 52.215-2)(MAR 2009), set forth below in full text. ARRA requirements are addressed in the revision.

AUDIT AND RECORDS—NEGOTIATION (FAR 52.215-2)(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.—

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

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(2) The data reported.

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

Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

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

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

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

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

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

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

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

(End of clause)

As prescribed in 15.209(b)(2), when using funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the exceptions in paragraphs (b)(1)(i) through (b)(1)(iii) are not applicable, and the following Alternate I is applicable. The following paragraphs (d)(1) and (g) are substituted for paragraphs (d)(1) and (g) of the basic clause:

Alternate I (Mar 2009).

(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.

(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.

This revision is authorized by Section 871 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (NDAA) (Pub. L. 110-417) which allows the Government Accountability Office to interview current contractor employees during the audit of the contractor's records.

(i.) American Recovery and Reinvestment Act--Reporting Requirements. The following clause is added to the Master Contract as H.49:

H.49 American Recovery and Reinvestment Act--Reporting Requirements (FAR 52.204-11)(MAR 2009)

(a) Definitions. As used in this clause--

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act. Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as ``full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as ``full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance
with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

(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 contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009.

Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(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 only address the impact on the contractor's workforce. 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, in the United States and outlying areas. A job cannot be reported as both created and retained.

(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 over $25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below 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--

(I) 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 Federalcontracts (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.

(End of clause)

(j.) Whistleblower Protections Under the American Recovery and Reinvestmnt Act of 2009. The following clause is added to the Master Contract as H.50:

H.50. Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (FAR 52.203-15) (Mar 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).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

4. Payments Clause Update. In Clause I.1, Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998), FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts is deleted and replaced by the current version of the clause, set forth below in full text.

PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.*

(1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

(1) or the purposes of this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall

also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

5. Revised Requirements, Protection of Personally Identifiable Information (PII) and Reporting of PII-related Incidents. Clause H.46, Personal Identity Verification of Contractor Personnel (FAR 52.204-9)(SEP 2007) is supplemented by the following new Clause, H.51. In the event of any conflict, as a FAR clause, Clause H.46 governs. **Note:** DOE Order 206.1 is hereby incorporated by reference into Clause C.1, Performance Work Statement, Appendix B Technical Library, paragraph B.1, Applicable DOE Guidance. A copy of the full Order is available upon request from the Contracting Officer.

H.51. Protection of Personally Identifiable Information (PII) and Reporting of PII-related Incidents.

Information determined to be sensitive by the U.S. Government and provided to the contractor during the performance of their work must be protected in accordance with DOE and national requirements. This includes formation designated as classified, sensitive unclassified, Official Use Only, Unclassified Controlled Nuclear Information, and Personally Identifiable Information (PII). DOE requirements are promulgated through Departmental Orders, Manuals and Guides which are available at http://www.directives.doe.gov/.

DOE has established requirements for the protection of Personally Identifiable Information (PII) in accordance with the Privacy Act of 1974 and Office of Management and Budget (OMB) requirements. Specifically PII information provided by the U.S. Government or other U.S. Government contractors for use in the execution of work under this contract must be protected in accordance with the Department of Energy Privacy Program (DOE Order 206.1), the Physical Security Manual, the Information Security Manual and Cyber Security Manuals. Specifically, the following minimum requirements are:

- Data stored on removable media (CD, DVD, USB Flash Drives, etc.) must be protected using encryption products that are Federal Information Processing Standards (FIPS) 140-2 certified.
- Passwords used in conjunction with FIPS 140-2 certified encryption must meet the current DOE password requirements.
- Transmission of removable media must be sent by express overnight service with signature and tracking required.
- Data files containing PII that are being sent by e-mail must be encrypted with FIPS 140-2 certified encryption products.
- Passwords used to encrypt data files must be sent separately from the encrypted data file, i.e. separate e-mail, telephone call, separate letter.
- Websites established for the submission information that includes PII must use FIPS 140-2 certified encryption methods.
- Remote access to systems and databases that contain PII must use two-factor authentication for logon access control.
- In addition to other reporting requirements, the loss or suspected loss of PII must be reported immediately upon discovery to 1) the DOE-CIRC (www.doecirc.energy.gov) and 2) the Office of Health, Safety, and Security.

6. Conclusion. There are no other changes to contract terms and conditions except as set forth above.

Attachment: Department of Energy ARRA Funding Codes as of April 16, 2009.

STRIPES

Strategic Integrated Procurement Enterprise System

STRIPES System Change Advisory

STRIPES User Community:

TAS Fund Code Values: As a means of tracking funding related to the American Recovery and Reinvestment Act, Treasury Accounting Symbols (TAS) were added to the accounting level of STRIPES documents. Recognizing that some confusion still exists surrounding the appropriate TAS values to enter into STRIPES, the table below has been created to clearly illustrate the TAS Fund Code Values for STRIPES, STARS, and FPDS-NG. The table is attached as a PDF file and will be posted to the STRIPES Website for easy reference for users.

If you have any questions regarding this update please contact the STRIPES Help Desk.

Regards,

The STRIPES Help Desk

Call 301-903-2500 or 1-866-834-OCIO (6246), choose option 4 (Enterprise Application Support), and then choose sub-option 3 (STRIPES).

E-mail STRIPES-HelpDesk@hq.doe.gov.

This notification is provided as a service to keep you informed of the availability of STRIPES and other important events concerning the system. You may opt out of these notices by replying to this email and replacing the Subject line text with "Unsubscribe."

DEPARTMENT OF ENERGY'S RECOVERY ACT FUNDING (as of April 16, 2009)

STARS TAS	STRIPES FPDS-NG TAS	STARS FUND CODE	STARS FUND DESCRIPTION
89-0910-0331	89 0331	05794	ZT 8909/100331 - EERE - Energy Efficiency and Renewable Energy Programs, Energy Efficiency and Renewable Energy, Recovery Act
89-0910-0331	89 0331	05795	ZU 8909/100331 - EERE - Energy Efficiency & Conservation Block Grants, Competitive - Energy Efficiency and Renewable Energy, Recovery Act
89-0910-0331	89 0331	05796	ZV 8909/100331 - EERE - Energy Efficiency & Conservation Block Grants Subtitle E, Title V EISA - Energy Efficiency and Renewable Energy, Recovery Act
89-0910-0331	89 0331	05797	ZW 8909/100331 - EERE - Weatherization Assistance Program - Energy Efficiency and Renewable Energy, Recovery Act
89-0910-0331	89 0331	05798	ZX 8909/100331 - EERE - Stat Energy Programs - Energy Efficiency and Renewable Energy, Recovery Act
89-0910-0331	89 0331	05799	ZY 8909/100331 - EERE - Advanced Battery Manufacturing - Energy Efficiency and Renewable Energy, Recovery Act
89-0910-0328	89 0328	05846	BW 8909/100328 - OE - Electricity Delivery and Energy Reliability, Recovery Act
89-0910-0328	89 0328	05847	BX 8909/100328 - OE - Worker Training - Electricity Delivery and Energy Reliability, Recovery Act
89-0910-0328	89 0328	05848	BY 8909/100328 - OE - Resource Assessment of Future Demand/Transmission Analysis - Electricity Delivery and Energy Reliability, Recovery Act
89-0910-0328	89 0328	05849	BZ 8909/100328 - OE - Smart Grid Interoperability Framework (S.1305 of P.L. 110-140 EISA) - Electricity Delivery and Energy Reliability, Recovery Act
89-0910-0211	89 0211	05899	JZ - 8909/100211 - Fossil Energy Research and Development, Recovery Act
89-0910-0335	89 0335	05949	UQ - 8909/100335 - EM - Non-Defense Environmental Cleanup - Non-Defense Environmental Cleanup, Recovery Act
89-0910-5657	89 5657	05998	VY - 8909/105657 - EM - D&D Activities - Uranium Enrichment Decontamination and Decommissioning Fund, Recovery Act
89-0910-5657	89 5657	05999	VZ - 8909/105657 - EM - Title X Uranium/Thorium Activities - Uranium Enrichment Decontamination and Decommissioning Fund, Recovery Act
89-0910-0253	89 0253	06049	EZ - 8909/100253 - Defense Environmental Cleanup, Recovery Act
89-0910-0336	89 0336	06099	AQ - 8909/100336 - Energy Transformation Acceleration Fund, Recovery Act
89-X-5655	89 5655	06148	VF - 89X5655 - WAPA Borrowing Authority, Recovery Act - Construction, Rehabilitation, Operation and Maintenance, Western, Recovery Act
89-X-5655	89 5655	06149	UI - 89X5655 - WAPA Construction, Rehabilitation, Operation and Maintenance, Western, Recovery Act
89-0910-0227	89 0227	06199	WO - 8909/100227 - SC - Science, Science, Recovery Act
89-0912-0237	89 0237	06249	AI - 899/120237 - IG - Inspector General - Inspector General, Recovery Act
89-X-0323	89 0323	06250	QH - 89X0323 - Advanced Technology Vehicles Manufacturing Loan Program - Recovery Act
89-X-0209	89 0209	06300	KH - 89X0209 - Title 17 Innovative Technology Loan Guarantee Program - Recovery Act - Appropriated Admin
89-X-0209	89 0209	06301	KI - 89X0209 - Title 17 Innovative Technology Loan Guarantee Program - Recovery Act - Collected Fees
89-X-0209	89 0209	06302	KJ - 89X0209 - Title 17 Innovative Technology Loan Guarantee Program - Recovery Act - Reestimates
89-X-0209	89 0209	06303	KK - 89X0209 - Title 17 Innovative Technology Loan Guarantee Program - Recovery Act - Carryover Fees
89-X-0209	89 0209	06304	KL - 89X0209 - Title 17 Innovative Technology Loan Guarantee Program - Recovery Act - Appropriated Subsidy
89-X-4576	89 4576	06350	DA - 89X4576 - Title 17 Innovative Technology Direct Loan Financing Account - Recovery Act - FFB
(65)89-X-4576	89 4576	06351	DB - (65)89X4576 - Title 17 Innovative Technology Direct Loan Financing Account - Recovery Act - Subsidy
89-X-4576	89 4576	06352	DC - 89X4576 - Title 17 Innovative Technology Direct Loan Financing Account - Recovery Act - All Other
89-X-4486	89 4486	06400	DH - 89X4486 - Title 17 Innovative Technology Guarantee Loan Financing Account - Recovery Act
(65)89-X-4486	89 4486	06401	DI - (65)89X4486 - Title 17 Innovative Technology Guarantee Loan Financing Account - Recovery Act
89-X-4486	89 4486	06402	DJ - 89X4486 - Title 17 Innovative Technology Guarantee Loan Financing Account - Recovery Act - Treas Int, Defaults, Borrow etc