

Part III- List of Documents, Exhibits, and Other Attachments
Section J - List of Attachments

Attachment M - Purchasing System Requirements

Subcontracts Not Binding on Department of Energy (DOE)

As used herein, the term “subcontracts” includes subcontracts, purchase orders, blanket purchase agreements, consultant agreements, micro-purchases, and lower tier subcontracts under cost type subcontracts (in an unbroken cost-type chain) that represent costs properly chargeable to the Oak Ridge Institute for Science and Education (ORISE) Prime Contract.

All applicable subcontracts made in the name of the Contractor shall not bind or purport to bind the Government, shall not relieve the Contractor of any obligation under the Prime Contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall contain such provisions as are required by this contract or as DOE may prescribe based on Federal statutes and regulations, or DOE Orders and Policies.

DOE Approval

Prior DOE written consent is required for the following actions. Consent is required prior to solicitation and prior to award.

1. Non-competitive subcontract actions of any contract type that exceed the simplified acquisition thresholds, except for subcontracts with American Association for the Advancement of Science (AAAS), where there are no exceptions to or deviations from the approved terms and conditions. Subcontracts with AAAS with no exceptions or deviations require advance notice to the Oak Ridge National Laboratory Site Office.
2. Competitive subcontract actions of any contract type in excess of \$500,000.00, except competitive actions in support of National Science Bowl (NSB), where there are no exceptions to or deviations from the approved terms and conditions. This includes for construction and architect-engineer services. For NSB subcontracts the consent threshold shall be \$1 million.
3. Reserved
4. For all types of subcontracts (including construction and architect-engineer), any modification or cumulation of modifications that will increase value of the initial award by 20 percent or more.
5. For all types of subcontracts (including construction and architect-engineer), any award or modification for a period of performance greater than five (5) years.
6. Hotel and Meeting Facility agreements that request exception to any term or condition in the approved template. Additionally, consent is required for Hotel and Meeting Facility agreements, including requests for proposals and awards, if the anticipated value is \$1 Million or more.

7. The furnishing of a foreign-made end product or component as defined in 52.225-1 Buy American Act-Supplies (May 2014)/Modified by DOE Acquisition Regulation 970.2570 (November 2010) of the prime contract, except such supplies as are excepted from the operation of the Act(s). Determinations of non-availability may be made by the Contractor's Procurement Representatives (including Subcontract Administrators and Buyers) with review and approval by the ORISE Procurement Director for individual procurement actions not in excess of \$500,000.
8. The cancellation or termination of a subcontract or any part hereof which may result in termination or cancellation costs, or which results in a need to purchase the cancelled supplies or services from another supplier, require approval by DOE.
9. Except as otherwise expressly provided or directed in writing by DOE Patent Counsel with notification to the Contracting Officer, actions which involve any one or combination of the following intellectual property matters:
 - a) Acquisition of software by negotiated lease or license;
 - b) Purchase of patents or patent license rights, including the payment of royalties and permits, or license fees;
 - c) Recognition of proprietary rights, including the recognition of technical data as trade secrets; or
 - d) Any restriction of DOE's use of data procured under a subcontract.
10. Inter-Contractor Purchases as required by Chapter 12 of the Financial Management Handbook and as directed by OSO.

ORAU shall provide DOE with an advance courtesy copy of all new, additions, modifications, or deletions of ORAU Procurement manuals, policies, and/or procedures. DOE reserves the right to require approval of such policies and procedures prior to their application to this contract.

The above approval requirements do not eliminate any other requirement for review, concurrence, or approval of other proposed actions specified in the subject contract or DOE's right to require consent on any single or class of purchasing actions selected for special surveillance.