



Department of Energy

Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831—

January 29, 2007

Oak Ridge Associated Universities
Attn: Mr. Ivan Boatner, General Counsel
P.O. Box 117
Oak Ridge, Tennessee 37831

SUBJECT: CONTRACT NO. DE-AC05-06OR23100, MODIFICATION M020

Dear Mr. Boatner:

Enclosed is one fully executed copy of the subject document. This modification incorporates new clauses B.5 and H.19, replaces and updates Clause C.1, replaces and updates Attachments A, C, D, and G in Section J of the contract, and corrects a typographical error in Modification M016. If you have any questions regarding this action, you may contact me at 576-0783 or via e-mail at holtbl@oro.doe.gov.

Beth L. Holt

Beth L. Holt
Contract Specialist
Contracts and Property Management Branch
Procurement and Contracts Division

Enclosure

GENERAL COUNSEL	
JAN 29 2007	
Rec.:	am <u>2:30</u> pm
Dist.:	am pm

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. M020	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Attn: Beth L. Holt P.O. Box 2001 Oak Ridge, TN 37831	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Oak Ridge Associated Universities P.O. Box 117 Oak Ridge, TN 37831		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23100	
			10B. DATED (SEE ITEM 13) December 21, 2005	
CODE	FACILITY CODE			

11. THIS ITEM 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)

Amount Obligated:

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: P.L. 95-91 and Mutual Agreement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor **is not,** **is required to sign this document and return** 3 **copies to the issuing office.**

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

See Page 2

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) Evan A. Boatner General Counsel		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson, Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>E.A. Boatner</u> (Signature of person authorized to sign)	1/25/07	BY <u>Barbara J. Jackson</u> (Signature of Contracting Officer)	01/26/07

14. Description of Amendment/Modification:

The purpose of this modification is to accomplish the following:

- 1) Delete Clause B.5 Determination of Award Fee Earned (Nov 2004) in its entirety, substituting in lieu thereof the updated Clause B.5 Determination of Award Fee Earned (Dec 2006) included in this modification.
- 2) Delete Clause H.19 Performance Evaluation Plan (Nov 2004) in its entirety, substituting in lieu thereof the new Clause H.19 Performance Evaluation and Measurement Plan (Dec 2006) included in this modification.
- 3) Delete Clause C.1 Performance Work Statement in its entirety, substituting in lieu thereof Attachment 1 to this modification. This revision of the Performance Work Statement (PWS) adds effort for the Cytogenetics Biodosymetry Laboratory and clarifies/expands the PWS description under the topic of Peer Review. Changes to the PWS are indicated by a vertical line on the left margin of the affected pages.
- 4) Delete Section J, Attachment A, Reporting Requirements in its entirety, substituting in lieu thereof the updated Section J, Attachment A, Reporting Requirements which is Attachment 2 to this modification. This update revises the terminology in the last item from PEP to PEMP.
- 5) Delete Section J, Attachment C, Government Furnished Facilities in its entirety, substituting in lieu thereof the updated Section J, Attachment C, Government Furnished Facilities which is Attachment 3 to this modification. This update deletes the Vance Road Facility and removes the note on SC-1 effort, which was completed in calendar year 2006.
- 6) Delete Section J, Attachment D, Requirements Change Notice ORAU-03 (18 pages) in its entirety, substituting in lieu thereof Requirements Change Notice ORAU-04 (20 pages) which is Attachment 4 to this modification.
- 7) Incorporate Section J, Attachment G, Special Financial Institution Account Agreement which is Attachment 5 to this modification. This attachment should have been included previously and was inadvertently overlooked.
- 8) Correct the title of Clause I.108 in Modification M016 from 970.5227-2 Rights in Data – Facilities to 970.5227-1 Rights in Data – Facilities.

Accordingly, the contract is hereby modified as follows:

1. Clause B.5 Determination of Award Fee Earned (Nov 2004) is deleted in its entirety and the following is substituted in lieu thereof:

B.5 DETERMINATION OF AWARD FEE EARNED (DEC 2006)

- a) There shall be no annual negotiation of total available award fee since the total available award fee for the base period and the option period of the contract has been established. There shall be no adjustment in the amount of total available award fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Total available award fee is subject to adjustment only under the provisions of the clause in Section I, FAR 52.243-2 entitled "Changes – Cost Reimbursement, Alternate I." The total available award fee shall be applicable to the prime Contractor and its members in a joint venture or teaming arrangement identified and considered a part of the selection and award of this contract, if any.

- b) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance for a determination of award fee amount in accordance with the clause in Section H entitled "Performance Evaluation and Measurement Plan." The determination as to the amount of award fee earned will be made by the Manager, Oak Ridge Office. The Contractor agrees that such determination is a unilateral determination made by the Manager, Oak Ridge Office. The Contractor shall be promptly advised in writing of the determination and the basis for the amount of award fee earned.
 - c) In the event that the Contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, or relating to the protection of worker safety and health, the Contractor's fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled "Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health."
 - d) Award fee earned shall be available for payment in accordance with the provisions of this clause and the clause in Section G entitled "Payment of Base Fee and Award Fee." Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
2. Clause H.19 Performance Evaluation Plan (Nov 2004) is deleted in its entirety and the following is substituted in lieu thereof:

H.19 PERFORMANCE EVALUATION AND MEASUREMENT PLAN (DEC 2006)

Prior to the beginning of each evaluation period, the Government will establish a Contractor Performance Evaluation and Measurement Plan to serve as the primary, but not sole, means for assessment of Contractor performance upon which the determination of award fee shall be based. The Plan will outline the methodology by which the total available fee amount will be allocated and the amount earned determined. The Plan may be revised unilaterally by the Government during the period of performance.

The Government shall establish Performance Goals responsive to the Performance Expectations established in the clause in Section H entitled "Performance Expectations." The Plan will include Performance Objectives to be assessed in evaluating the Performance Goals. The Performance Objectives will be limited in number and focus on results to drive improved performance and increased effective and efficient management of the Contractor.

A copy of the Plan shall be provided to the Contractor 15 days prior to the start of the evaluation period. Within 30 days after the end of the evaluation period, the Contractor shall submit a self-evaluation of performance which may be given such consideration, if any, as the Government may find appropriate in assessing Contractor performance. The self-evaluation shall include an overall summary of performance; performance ratings for each Performance Objective and the Contractor overall; and a summary of key strengths and weaknesses related to the Contractor's performance. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence.

3. Delete Clause C.1 Performance Work Statement in its entirety, substituting in lieu thereof Attachment 1 to this modification.
4. Delete Section J, Attachment A, Reporting Requirements in its entirety, substituting in lieu thereof the updated Section J, Attachment A, Reporting Requirements which is Attachment 2 to this modification.
5. Delete Section J, Attachment C, Government Furnished Facilities, in its entirety, substituting in lieu thereof the updated Section J, Attachment C, Government Furnished Facilities which is Attachment 3 to this modification.
6. Delete Section J, Attachment D, Requirements Change Notice ORAU-03 (18 pages) in its entirety, substituting in lieu thereof Requirements Change Notice ORAU-04 (20 pages) which is Attachment 4 to this modification.
7. Incorporate Section J, Attachment G, Special Financial Institution Account Agreement which is Attachment 5 to this modification.
8. Correct the title of Clause I.108 in Modification M016 from 970.5227-2 Rights in Data – Facilities to 970.5227-1 Rights in Data – Facilities.

Contractor's Statement of Release

In consideration of the modification agreed to herein as a complete and equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to changes implemented as a result of this modification. There is no increase or decrease in the estimated cost of, or time required for performance of any part of the work under this contract.

All other terms and conditions remain unchanged.

C.1 PERFORMANCE WORK STATEMENT (JAN 2007)

1.0 SCOPE

The Contractor shall manage and direct programs of the Oak Ridge Institute for Science and Education (ORISE), an organization responsible for promoting a broad spectrum of programmatic activities that are supportive of the DOE mission. The Contractor provides technical and program management services to DOE, and also conducts reimbursable work for other Federal and non-Federal entities in accordance with applicable Federal statute, such as Section 33 of the Atomic Energy Act and the Economy Act, in the areas of science and education and maintains certain research, training, educational, and support facilities provided by the Government and/or Contractor. The primary activities include:

1. Illness and injury surveillance
2. Independent environmental assessment and verification
3. Radiation accident management
4. National security and emergency management
5. Professional and technical training
6. Science education programs
7. Scientific and technical resource integration

This Performance Work Statement reflects the Contractor's responsibility to develop and implement innovative approaches and adopt practices to foster continuous improvement in accomplishing ORISE's mission. ORISE programs are carried out in conjunction with academia, other DOE facilities, and other Government agencies and are performed in Government and /or Contractor facilities principally located in Oak Ridge, Tennessee. The Contractor provides integrated line management of multiple programs with the appropriate resources and support to assure delivery in the most cost effective manner.

Specific tasks to be performed by the Contractor in supporting the Performance Work Statement objectives will be assigned in accordance with the requirements of the clause in Section H entitled "Work Authorization Control System."

Performance expectations encompassing the Performance Work Statement are categorized in the clause in Section H entitled "Performance Expectations," and will be utilized by the DOE as a means for evaluating and improving Contractor performance.

2.0 PERFORMANCE WORK STATEMENT OBJECTIVES

The purpose of this performance-based contract is to provide management and direction of programs through ORISE that maintain and advance science and education capabilities supporting DOE's strategic goals in the areas of defense,

energy, science, and the environment. The contract objectives and activities include, but are not limited to, the following:

- 2.1** Illness and injury surveillance – Provide DOE and the scientific community with important information on the long-term health outcomes of current and former workers.

Surveillance of the health of current DOE workers and former DOE beryllium vendor employees through the systematic collection, analysis, and interpretation of data; maintenance of medical data and exposure information in the DOE Data Center; investigation of health effects by tracking the medical history of workers and analyzing the possible effects of exposure; and providing technical support to the DOE Human Subject Protection Program, DOE Beryllium Registry, and Institutional Review Boards.

Specific tasks in support of these activities require ORISE to:

- 2.1.1** Provide technical assistance for illness and injury surveillance and in evaluation of worker health issues through:
- 1) Data receipt, management, and quality assurance
 - 2) Report production
 - 3) Technical assistance to sites
 - 4) Assistance on special requests and reviews (quick response)
- 2.1.2** Provide technical assistance for DOE Human Subject Policy implementation through:
- 1) Administrative assistance
 - 2) Distribution of information and guidance
 - 3) Identification and attainment of technical assistance
- 2.1.3** Maintaining the Human Subject Research Database, including:
- 1) Tracking data submission, requesting feedback, and conducting Internet postings
 - 2) Writing articles and giving presentations
 - 3) Coordinating research of ethical issues and new requirements
- 2.1.4** Facilitate electronic reporting of data for the DOE Beryllium Registry by:
- 1) Collecting, checking, and reporting data condition
 - 2) Accepting, processing and loading data
- 2.1.5** Operation of Institutional Review Boards by:
- 1) Arranging meetings and maintaining records and minutes
 - 2) Providing education to members
 - 3) Coordinating selection of new members as needed

- 2.1.6** Operation of a beryllium testing laboratory for performance of Lymphocyte Proliferation Tests to screen individuals for beryllium sensitivity through:
- 1) Sample receipt, management, analysis, and disposal
 - 2) Data management and process quality assurance
 - 3) Communication of results
- 2.1.7** Operation of the Radiation Exposure Monitoring System through:
- 1) Data receipt, management, and quality assurance
 - 2) Report production
 - 3) Storage and maintenance of approximately 400,000 worker medical and exposure records in a facility meeting DOE's requirements for fire safety, security and confidentiality

2.2 Independent environmental assessment and verification – Support decontamination and decommissioning of radioactively contaminated sites.

Conduct environmental characterization and independent verification of cleanup of radioactively contaminated sites, develop and disseminate analyses and remediation techniques throughout the DOE complex, and provide professional health physics, regulatory compliance, and technical program support.

Specific tasks in support of these activities require ORISE to:

- 2.2.1** Perform environmental radioactive characterization activities including:
- 1) Field investigation
 - 2) Sampling and analysis
 - 3) Report preparation
- 2.2.2** Perform independent verification activities related to contamination elements described in the end point specifications for each project by:
- 1) Providing all labor, equipment, subcontracting, and materials for verification activities
 - 2) Obtaining direct and indirect measurements for contamination including laboratory analysis
 - 3) Interpreting self-derived data and data submitted by the entity responsible for the cleanup of radioactively contaminated sites versus defined relative endpoints
 - 4) Developing a work plan, sample analysis plans, and reports (both interim and final)
 - 5) Submitting verification reports and identifying deficiencies in the activities performed by the entity responsible for cleanup of radioactively contaminated sites

- 2.2.3** Provide professional health physics, regulatory compliance, and technical program support by:
- 1) Evaluating detection instrumentation for functionality
 - 2) Assessing technical support documents, including “As Low As Reasonably Achievable” (ALARA) analysis and dose assessment information

2.3 Radiation accident management – Provide expertise in the medical management of radiation accidents or incidents.

Operate the Radiation Emergency Assistance Center/Training Site (REAC/TS), a dedicated DOE facility located in Oak Ridge, Tennessee.

Specific tasks in support of this activity require ORISE to:

- 2.3.1** Provide a 24-hour response to calls for assistance for medical care of radiation accident victims by:
- 1) Conducting medical and radiation triage, decontamination chelation therapy, assessment of injuries, and dose assessments
 - 2) Maintaining equipment to provide medical education, advice, and assistance
 - 3) Providing technical continuing education courses in-house and off site to medical and health physics personnel
 - 4) Participating in the planning and conduct of emergency preparedness exercises and drills
 - 5) Evaluating new developments in chelation therapy
- 2.3.2** Provide programmatic clinical expertise and resources to:
- 1) Develop and implement techniques for clinical evaluation and treatment
 - 2) Maintain and improve REAC/TS Radiation Accident Registries
 - 3) Maintain reporting to FDA for Investigational New Drug Applications
 - 4) Participate in occupational medicine meetings and symposia
- 2.3.3** Operate a Cytogenetics Biodosymetry Laboratory as a national resource for assessments of radiation dose exposures through:
- 1) Providing dose estimates for radiation exposure events including multi/mass casualty events
 - 2) Conducting collaborative research to improve the cytogenetic dose estimate methodology and its associated utility, and increasing the speed of analysis (through improved techniques, alternate methodologies, and automated equipment)

2.4 National security and emergency management – Support preparation and execution of DOE's emergency response assets.

Manage and conduct programs, studies, research, exercises, and/or training in areas such as radiological/nuclear incident management, emergency preparedness and response, and provide technical and programmatic assistance in addressing human behavior that impacts personnel security.

Specific tasks in support of these activities require ORISE to:

- 2.4.1** Support national security by providing technical and analytical support to radiological/nuclear incident management through:
- 1) Development, conduct, and after action tracking of emergency response exercises
 - 2) Conduct of activities necessary to ensure that qualified technical and professional personnel, specialized equipment, and the readiness of Nuclear Incident Response Team (NIRT) capabilities are maintained (these activities are to be conducted primarily in Washington, DC)
- 2.4.2** Provide technical and analytical support for emergency management and response activities through:
- 1) Review of emergency management directives, guidance, standards, and rulemaking
 - 2) Support of training and specialized emergency management studies
 - 3) Technical and analytical support for development and implementation of evaluation criteria for emergency management programs
 - 4) Support for the development of Emergency Response Planning Guidelines and review of Acute Exposure Guidelines levels
 - 5) Support of development of biological guidelines
 - 6) Support of development of hazard assessments and consequence assessment toolboxes
 - 7) Support to the Oak Ridge Joint Information Center
- 2.4.3** Provide technical and programmatic support for the Center for Human Reliability Studies, a DOE Center for Excellence, through:
- 1) Research and development of position papers on issues affecting DOE's Human Reliability Program (HRP) and/or personnel security process
 - 2) Evaluation of HRP reporting criteria
 - 3) Revision of HRP refresher and briefing materials
 - 4) Serving as technical liaison with other similar agencies having human reliability programs

- 5) Conduct of peer reviews of proposed research involving other governmental agencies
- 6) Assistance in early identification, assessment, intervention, referral, and follow-up of violence in the workplace
- 7) Performance of psychological evaluations, assessments, and requirements
- 8) Development of employee assistance and substance abuse programs and assessments
- 9) Evaluation of methodologies and intervention tools

2.5 Professional and technical training – Support DOE’s operational commitment for protection of workers, the public, and the environment.

Manage, conduct, and develop hands-on laboratory-based training in the areas of health physics, medical health physics, environmental monitoring and radiological surveys in support of decommissioning. Manage and conduct studies and analyses to identify and assess the effectiveness of methods used to communicate information on health hazards. Develop training, public outreach, or educational materials that help DOE to inform stakeholders about the level of risk associated with specific hazards.

Specific tasks in support of these activities require ORISE to:

- 2.5.1 Conduct focus groups, surveys, interviews, and other activities that support formative research
- 2.5.2 Develop, implement, and evaluate health education and communication materials for specifically targeted audiences utilizing outreach documents, electronic media, and other communication tools
- 2.5.3 Assess training needs and resulting development, delivery, and evaluation of training programs and materials
- 2.5.4 Assist in activities for communicating health or crisis information, including development of communication plans, training, and moderation, organization, and development of proceedings for public meetings and stakeholder involvement activities.
- 2.5.5 Provide assistance to perform evaluations of projects and communication effectiveness

2.6 Science education programs – Conduct workforce development programs to ensure availability of future scientists and engineers.

Manage scholarship, fellowship, internship, and research participation programs at the student, graduate, and faculty levels for research and training opportunities at DOE facilities in areas related to the mission of DOE.

2.6.1 ORISE will conduct and/or support these programs by:

- 1) Developing and implementing procedures for recruiting applicants, with emphasis on recruitment of participants who are under represented in science and technical fields
- 2) Preparing and distributing position and/or program announcements and conduct on-campus visits
- 3) Handling administrative activities related to selections, appointments, stipends, and travel reimbursements
- 4) Conducting associated activities complementary of research and training, such as the annual DOE Graduate Student Awards for the Lindau Meeting of Nobel Laureates and Students

2.6.2 In support of development of programs for the current and future workforce by academia and the Federal government, ORISE will also conduct labor trends research and provide follow-up studies to current science education. ORISE will collect, compile, and disseminate data.

2.7 Scientific and technical resource integration – Facilitate collaboration between academia and DOE to advance scientific research and education, focus research efforts, and promote quality of DOE-funded research and other scientific and technical information.

Manage, coordinate, and conduct cooperative research jointly funded by DOE and universities or industry allowing university faculty, students, and industrial researchers to conduct research at and with the unique scientific facilities of DOE or others. Coordinate and conduct peer and merit reviews, ensuring an independent and objective evaluation process.

2.7.1 In supporting these activities, research will be conducted at Oak Ridge National Laboratory through the University Radioactive Ion Beam Consortium, which is organized within ORISE's administrative and fiscal structure. ORISE will also coordinate placement of scientists, faculty, and students in research programs at DOE national laboratories and facilities.

2.7.2 Technical assistance through peer and merit reviews will include the following:

- 1) Coordination and conduct of peer and merit reviews and other technical activities of: (a) grant applications and proposals; (b) ongoing research, scientific, and technical projects and

programs; and (c) other scientific and technical information including assessments, reports, and studies

- 2) Identification of experts within academic, private, and national laboratory communities and maintenance of databases of such
- 3) Collection and documentation of comments and recommendations and development of reports
- 4) Coordination of mission-related workshops, committee activities, program reviews, meeting summaries, and reports
- 5) Implementation of process improvements and other review related assistance as required

The Proposal Evaluation and Electronic Review (PeerNet) software, copyrighted by ORISE, provides a standardized model to support these activities.

PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

ATTACHMENT A - REPORTING REQUIREMENTS

Reports shall be submitted in accordance with the schedule to the indicated addressees from the following list:

A Contracting Officer

U.S. Department of Energy
Procurement and Contracts Division
Contracts and Property Management Branch
ATTN: _____ TBD _____, Contracting Officer
P.O. Box 2001
Oak Ridge, Tennessee 37831

B Contracting Officer's Representative

U.S. Department of Energy
ATTN: _____ TBD _____, COR
P.O. Box 2001
Oak Ridge, Tennessee 37831

C Contractor Human Resources

U.S. Department of Energy
Human Resources Division
Contractor Human Resources Group
ATTN: _____ TBD _____
P.O. Box 2001
Oak Ridge, Tennessee 37831

D Safeguards and Security

U.S. Department of Energy
ATTN: Assistant Manager,
Safeguards, Security and Emergency Management
P.O. Box 2001
Oak Ridge, Tennessee 37831

E Environment, Safety and Health

U.S. Department of Energy
ATTN: Assistant Manager
Environment, Safety and Health
P.O. Box 2001
Oak Ridge, Tennessee 37831

F DOE Oak Ridge Operations Small Business Specialist

U.S. Department of Energy
Procurement and Contracts Division
ATTN: _____ TBD _____
P.O. Box 2001
Oak Ridge, Tennessee 37831

G DOE Oak Ridge Property Administrator

U.S. Department of Energy
Procurement and Contracts Division
ATTN: _____ TBD _____
P.O. Box 2001
Oak Ridge, Tennessee 37831

Report Schedule

Report	Requirement	Frequency	Addressee
Central Contractor Registration (Review and Update)	Clause in Section H entitled Representations, Certifications, and Other Statements of the Offeror and FAR 52.204-7	Annually from date of Initial Registration	CCR database
Cost Report		Monthly – by the 10 th of each month	A,B
Cost Statement	DEAR 970.5232-2	Annually – as of September 30	A, B
Small Business Subcontracting Plan	Clause in Section H entitled Small Business Subcontracting Plan and FAR 52.219-9	With Proposal and Annually	A, B, F
Diversity Plan	Clause in Section H entitled Diversity Plan	Within 60 days after effective date of Contract	A, B
Diversity Report	Clause in Section H entitled Diversity Plan	Annually	A, B
DOE Mentor-Protégé Program (Lessons Learned)	DEAR 952.219-70	At conclusion of contract	A, B, F
SF 294 Subcontracting Report for Individual Contracts	Clause in Section H entitled Electronic Subcontracting Reporting System* and FAR 52.219-9	Semi-Annually and at Contract Completion	A, F
SF 295 Summary Subcontract Report	Clause in Section H entitled Electronic Subcontracting Reporting System* and FAR 52.219-9	Annually	A, F
Small Disadvantaged Business Report	FAR 51.219-25	Quarterly and at Contract Completion	A,B,F
VETS 100 Report	FAR 52.222-37	Annually – No Later than September 30	A,B,C
Employer Information Report	FAR 52.222-37	Annually	A,B,C
Employee Benefits Cost Survey Comparison (Cost Survey)	Clause in Section H entitled Workforce Transition and Management	Annually – October 31 for the previous year	A, B, C

Employee Benefits Value (Ben-Val Measure)	Clause in Section H entitled Workforce Transition and Management	Every 2 years – October 31 for the previous 2 years	A, B, C
Toxic Chemical Release Inventory Form (Form R)	FAR 52.223-14	Annually – by July 1	A,B,E
Drug-Free Workplace Employee Conviction	FAR 52.223-6	Within 10 days of Notice	A,B
Foreign Ownership, Control, or Influence Changes	DEAR 952.204-2	Immediately	A,B,D
Safety Management System	DEAR 970.5223-1	At Contract Award and Annually	A,B,E
Financial Management System	DEAR 970.5232-7	At Contract Award and Annually	A,B
Workplace Substance Abuse Program	DEAR 970.5223-3 and 10 CFR part 707	Within 30 days after notification of selection or within 30 days after award, whichever comes first	A,B,C
Invention Disclosure	DEAR 970.5227-11	Annually	A,B
Work for Others Activities Report	DEAR 970.5217-1	Annually	A,B
Safeguards and Security Awareness Program	DOE O 470.1 Chg. 1		A,B,D
Quality Assurance Program	DOE O 414.18		A,B,E
Physical Inventories	FAR 52.245-5 and DEAR 952.245-5	Annually, November 1	A,G
NRC Property Held at DOE Facilities	NRC Directive 11.7, Part IX	Annually, November 1	A,G
Excess Personal Property Furnished to Non-Federal Recipients	41 CFR 102	Annually, November 1	A,G
Precious Metals Inventory & Forecast Report	41 CFR 109-27.5104-4; 109-27.5104-6	Annually, September 1	A,G
Exchange/Sale Report	41 CFR 102-39.75	Annually	A,G
PIDS Report	HQ Requirement	Annually, December 15	A,G
Other Motor Equipment Utilization Goals	41 CFR 109-38.5104	Annually, September 15	A,G
FIMS Reconciliation with ORFSC	DOE Accounting Standards	Annually, October 15	A,G
FIMS Report of Excess Facilities	DOE O 430.1B	Annually, October 15	A,G

Performance Self-Evaluation	Clause in Section H entitled Performance Evaluation and Measurement Plan	Within 30 days after the end of the evaluation period	
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Additional reports shall be submitted as required by clauses in this contract, DOE Directives, Field Work Proposals, Work Authorizations, and other DOE guidance documents on the specified schedule and to the specified Government point of contact.

*Clause in Section H entitled Electronic Subcontracting Reporting System incorporated into the contract by Modification M005.

PART III
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

ATTACHMENT C - GOVERNMENT FURNISHED FACILITIES

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
Laboratory Road Complex Bldg. 2714-G *	Office	0/2,390	Professional training programs
	Laboratory	0/8,587	
	Classroom	0/5,379	
	Storage	0/436	
	Miscellaneous	0/3,592	
Bldg. 2715 **	Office	0/1,409	Professional training programs
	Laboratory	1,733/0	
	Classroom	0/0	
	Storage	0/208	
	Miscellaneous	0/63	

Total **1,722/22,064**

* As part of ongoing modernization/consolidation activities, this facility will be vacated during early CY 2007. All activities will be relocated to Building SC-1.

** As part of ongoing modernization/consolidation activities, personnel in this facility responsible for conducting non-training activities were previously relocated to SC-1, and will continue to utilize this facility until it is totally vacated (estimated in late FY 2008), subsequent to remaining property (e.g. training equipment) being relocated to Scarboro Operations Site facilities.

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
Atmospheric Turbulence Diffusion Division*	Office	5,076/0	Support to NOAA
	Laboratory	5,305/0	
	Classroom	904/0	
	Storage	1,041/0	
	Miscellaneous	5,247/0	
Total		17,573/0	

* This Government furnished facility houses NOAA and ORISE employees, who provide support to NOAA through an Interagency Agreement between NOAA and DOE.

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
REAC/TS *	Office	1,297/0	REAC/TS activities
	Laboratory	2,873/0	
	Classroom	948/0	
	Storage	338/0	
	Miscellaneous	3,548/0	
Total		9,004/0	

* This facility, located in the Oak Ridge Methodist Medical Center (MMC), is provided to ORISE through a no-cost use permit between DOE and MMC.

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
Scarboro Operations Site			
SC-1	Office	12,797/0	Support functions, independent environmental assessment and verification, Center for Human Reliability Studies activities, and Professional Training Programs
	Laboratory	8,688/0	
	Classroom	1,395/0	
	Storage	4,924/0	
	Miscellaneous	19,004/0	
Total		46,808/0	

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
SC-10	Office	1,179/0	Injury/illness surveillance and independent environmental assessment and verification activities
	Laboratory	2,683/0	
	Classroom	222/0	
	Storage	473/0	
	Miscellaneous	5,484/0	
Total		10,041/0	

SC-100	Office	2,151/0	Support functions
	Laboratory	0/0	
	Classroom	220/0	
	Storage	474/0	
	Miscellaneous	2,729/0	
Total		5,574/0	

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
SC-200	Office	3,084/0	Support functions
	Laboratory	0/0	
	Classroom	0/0	
	Storage	16,242/0	
	Miscellaneous	2,694/0	
Total		22,020/0	

<u>Facility</u>	<u>Type of Space</u>	<u>Occupied/Unoccupied (gsf)</u>	<u>Building Use</u>
SC-9	Storage	1,405/0	Occupied Storage
SC-13	Storage	4,537/0	Occupied Storage
SC-15	Storage	3,435/0	Occupied Storage
SC-16	Storage	1,931/0	Occupied Storage
Total		11,308/0	

NOTE: Miscellaneous space includes all common areas, kitchen and break rooms, hallways, stairwells, lobbies, mechanical rooms, utility rooms, and wall thickness.

DOE Form
(04/1991)

No.: ORAU-04

**U.S. Department of Energy
REQUIREMENTS CHANGE NOTICE**

Page 1 of 20 Pages

PROJECT:
Contract Baseline Documentation

LOCATION:
Oak Ridge, Tennessee

CONTRACTOR:
Oak Ridge Associated Universities (ORAU)

CONTRACT NO.:
DE-AC05-06OR23100, I.105, Laws, Regulations, and
DOE Directives, DEAR 970.5204-2

DATE OF CONTRACT:
January 1, 2006

This Requirements Change Notice (RCN) No. ORAU-04 incorporates into Section J, Attachment D, of Contract No. DE-AC05-06OR23100, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from the WSS set. ES&H-related directives in the WSS set are italicized in Section J, Attachment D. Changes to Section J, Attachment D, are indicated by bold type. Below is a list of the directives incorporated herein:

ADDITIONS:

DOE O 251.1B	ORO O 230, Chapter III, Change 5
DOE M 251.1-1B	ORO O 430, Chapter II, Change 4
DOE O 413.3A	
DOE M 470.4-6, Change 1	
DOE O 484.1	

DELETIONS:

DOE O 251.1A	ORO O 230, Chapter III, Change 4
DOE M 251.1-1A	ORO O 430, Chapter II, Change 3
DOE O 413.3, Change 1	ORO O 470, Chapter XIII
DOE M 413.3-1, Chapters 1 through 3	
DOE M 470.4-6	
DOE N 481.1A	

UPDATES

Work Smart Standards Set, Revision 26

S. a. mills

DATE:
12/4/06

OUTLINE OF CHANGES

REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	AUTHORIZATION
DOE O 251.1A Deletion (Cancelled and replaced by DOE O 251.1B)	01/30/1998	DIRECTIVES SYSTEM		ORO ltr dtd 09/07/2006 ORAU ltr dtd 09/25/2006
DOE O 251.1B Addition (Cancels and replaces DOE O 251.1A)	08/16/2006	DEPARTMENTAL DIRECTIVES PROGRAM		ORO ltr dtd 09/07/2006 ORAU ltr dtd 09/25/2006
DOE M 251.1-1A Deletion (Cancelled and replaced by DOE M 251.1-1B)	01/30/1998	DEPARTMENTAL DIRECTIVES SYSTEM MANUAL		ORO ltr dtd 09/07/2006 ORAU ltr dtd 09/25/2006
DOE M 251.1-1B Addition (Cancels and replaces DOE M 251.1-1A)	08/16/2006	DEPARTMENTAL DIRECTIVES PROGRAM MANUAL		ORO ltr dtd 09/07/2006 ORAU ltr dtd 09/25/2006
DOE O 413.3 Deletion (Cancelled and replaced by DOE O 413.3A)	10/13/2000	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS	1 01/03/2005	ORO ltr dtd 08/30/2006 ORAU ltr dtd 09/11/2006
DOE M 413.3-1, Chapters 1-3 Deletion (Cancelled and replaced by DOE O 413.3A)	03/28/2003	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		ORO ltr dtd 08/30/2006 ORAU ltr dtd 09/11/2006
DOE O 413.3A Addition (Cancels and replaces DOE O 413.3, Change 1, and DOE M 413.3-1, Chapters 1-3)	07/28/2006	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		ORO ltr dtd 08/30/2006 ORAU ltr dtd 09/11/2006
DOE M 470.4-6 Deletion (Cancelled and replaced by DOE M 470.4-6, Change 1)	08/26/2005	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY		ORO ltr dtd 10/04/2006 ORAU ltr dtd 11/02/2006

OUTLINE OF CHANGES

REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	AUTHORIZATION
DOE M 470.4-6 Addition (Cancels and replaces DOE M 470.4-6)	08/26/2005	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY	1 08/14/2006	ORO ltr dtd 10/04/2006 ORAU ltr dtd 11/02/2006
DOE N 481.1A Deletion (Cancelled and replaced by DOE O 484.1)	04/21/2003	REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY		ORO ltr dtd 09/12/2006 ORAU ltr dtd 09/27/2006
DOE O 484.1 Addition (Cancels and replaces DOE N 481.1A)	08/17/2006	REIMBURSABLE WORK FOR THE DEPARTMENT OF HOMELAND SECURITY		ORO ltr dtd 09/12/2006 ORAU ltr dtd 09/27/2006
ORO O 230, Chapter III Deletion (Cancelled and replaced by ORO O 230, Chapter III, Chapter 5)	06/14/1996	COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) REQUIREMENTS	4 06/22/2004	ORO ltr dtd 10/04/2006 ORAU ltr dtd 11/02/2006
ORO O 230, Chapter III Addition (Cancels and replaces ORO O 230, Chapter III, Change 4)	06/14/1996	COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) REQUIREMENTS	5 08/29/2006	ORO ltr dtd 10/04/2006 ORAU ltr dtd 11/02/2006
ORO O 430, Chapter II, Deletion (Cancelled and replaced by ORO O 430, Chapter II, Change 4)	06/14/1996	IN-HOUSE ENERGY MANAGEMENT	3 02/19/2004	ORO ltr dtd 09/12/2006 ORAU ltr dtd 09/13/2006
ORO O 430, Chapter II, Addition (Cancels and replaces ORO O 430, Chapter II, Change 3)	06/14/1996	ENERGY AND UTILITIES MANAGEMENT	4 08/21/2006	ORO ltr dtd 09/12/2006 ORAU ltr dtd 09/13/2006

OUTLINE OF CHANGES

REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	AUTHORIZATION
ORO O 470, Chapter XIII Deletion (Cancelled by ORO O N 251.X38)	01/30/2004	TECHNICAL SURVEILLANCE COUNTERMEASURES PROGRAM – USE OF TELEPHONE LINEMAN- TYPE HANDSETS OR ITEMS SIMILAR IN PURPOSE, USE, OR EFFECT ON DOE- OWNED OR DOE- LEASED PROPERTY		ORO ltr dtd 09/20/2006
Work Smart Standards Updates Revision Number and Date	12/13/1999	ORISE WORK SMART STANDARDS SET	26 11/28/2006	ORAU e-mail dtd 11/28/2006

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BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 110.3	11/03/1999	CONFERENCE MANAGEMENT		
DOE O 130.1	09/29/1995	BUDGET FORMULATION PROCESS		Expiration date extended to 05/01/2003 by DOE N 251.45.
DOE O 137.1A	08/30/1999	PLAN FOR OPERATING IN THE EVENT OF A LAPSE IN APPROPRIATIONS		
DOE P 141.2	05/02/2003	PUBLIC PARTICIPATION AND COMMUNITY RELATIONS		
DOE O 142.1	01/13/2004	CLASSIFIED VISITS INVOLVING FOREIGN NATIONALS		
DOE O 142.3	06/18/2004	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM		
DOE O 151.1C	11/02/2005	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM		
DOE N 153.2	08/11/2003	CONNECTIVITY TO NATIONAL ATMOSPHERIC RELEASE ADVISORY CENTER (NARAC)		Footnote (2)
DOE O 200.1	09/30/1996	INFORMATION MANAGEMENT PROGRAM		
DOE M 200.1-1	03/10/1997	TELECOMMUNICATIONS SECURITY MANUAL (OFFICIAL USE ONLY)		
DOE N 203.1	10/02/2000	SOFTWARE QUALITY ASSURANCE		Expiration date extended to 12/31/2001 by DOE N 251.40.

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DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 205.1	03/21/2003	DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM		
DOE M 205.1-1	09/30/2004	INCIDENT PREVENTION, WARNING, AND RESPONSE (IPWAR) MANUAL		
DOE M 205.1-2	06/26/2005	CLEARING, SANITIZATION, AND DESTRUCTION OF INFORMATION SYSTEM STORAGE MEDIA, MEMORY DEVICES, AND RELATED HARDWARE MANUAL		

Compliance: Implementation Plan Approved 02/01/2006.				
DOE N 205.2	11/01/1999	FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	PASSWORD GENERATION, PROTECTION, AND USE		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	CYBER SECURITY REQUIREMENTS FOR WIRELESS DEVICES AND INFORMATION SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	CERTIFICATION AND ACCREDITATION PROCESS FOR INFORMATION SYSTEMS INCLUDING NATIONAL SECURITY SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.10	02/19/2004	CYBER SECURITY REQUIREMENTS FOR RISK MANAGEMENT		Expiration date extended to 03/18/2006 by DOE N 205.15.

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REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE N 205.11	02/19/2004	SECURITY REQUIREMENTS FOR REMOTE ACCESS TO DOE AND APPLICABLE CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	PERSONAL IDENTITY VERIFICATION		
DOE O 210.2	06/12/2006	DOE CORPORATE OPERATING EXPERIENCE PROGRAM		
DOE O 221.1	03/22/2001	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL		
DOE O 221.2	03/22/2001	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL		
DOE O 221.3	12/17/2001	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS		
DOE N 221.11	09/20/2005	REPORTING FRAUD, WASTE, AND ABUSE		
DOE O 225.1A	11/26/1997	ACCIDENT INVESTIGATIONS		
DOE O 226.1	09/15/2005	IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY		
DOE P 226.1	06/10/2005	DEPARTMENT OF ENERGY OVERSIGHT POLICY		
DOE O 231.1A	08/19/2003	ENVIRONMENT, SAFETY AND HEALTH REPORTING		

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DOE DIRECTIVES				
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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 231.1-1A	03/19/2004	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL	1 09/09/2004	
DOE M 231.1-2	08/19/2003	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION		
DOE O 241.1A	04/09/2001	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	1 10/04/2003	
DOE O 243.1	02/03/2006	RECORDS MANAGEMENT PROGRAM		
DOE O 243.2	02/02/2006	VITAL RECORDS		
DOE O 251.1B	08/16/2006	DEPARTMENTAL DIRECTIVES PROGRAM		
DOE M 251.1-1B	08/16/2006	DEPARTMENTAL DIRECTIVES PROGRAM MANUAL		
DOE O 252.1	11/19/1999	TECHNICAL STANDARDS PROGRAM		
DOE O 350.1	09/30/1996	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS	1 05/08/1998	
DOE O 412.1	04/20/1999	WORK AUTHORIZATION SYSTEM		
DOE O 413.1A	04/18/2002	MANAGEMENT CONTROL PROGRAM		
DOE P 413.2	01/07/2004	VALUE ENGINEERING		

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BASELINE LIST OF
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List B - List of Applicable Directives

DOE DIRECTIVES				
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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 413.3A	07/28/2006	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		Footnote (2)
DOE M 413.3-1	03/28/2003	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		Chapters 1-3 cancelled by DOE O 413.3A.
DOE O 414.1C	06/17/2005	QUALITY ASSURANCE		ES&H-related directive included in WSS. See Footnote (3).
DOE O 420.1B	12/22/2005	FACILITY SAFETY		ES&H-related directive included in WSS. See Footnote (3).
DOE O 430.1B	09/24/2003	REAL PROPERTY ASSET MANAGEMENT		
DOE O 430.2A	04/15/2002	DEPARTMENTAL ENERGY AND UTILITIES MANAGEMENT		
DOE O 435.1	07/09/1999	RADIOACTIVE WASTE MANAGEMENT	1 08/28/2001	ES&H-related directive included in WSS. See Footnote (3).
DOE M 435.1-1	07/09/1999	RADIOACTIVE WASTE MANAGEMENT MANUAL	1 06/19/2001	ES&H-related directive included in WSS. See Footnote (3).

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RCN No. ORAU-04

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List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 440.1A	03/27/1998	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES		ES&H-related directive included in WSS. See Footnote (3). Attachment 1, Paragraph 8, and Attachment 2, Paragraph 22, cancelled by DOE O 414.1B.
DOE M 440.1-1A	01/09/2006	DOE EXPLOSIVES SAFETY MANUAL		ES&H-related directive included in WSS. See Footnote (3).
DOE O 442.1A	06/06/2001	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM		
DOE O 443.1	05/15/2000	PROTECTION OF HUMAN SUBJECTS		
DOE O 450.1	01/15/2003	ENVIRONMENTAL PROTECTION PROGRAM	2 12/07/2005	ES&H-related directive included in WSS. See Footnote (3).
DOE P 450.7	08/02/2004	DEPARTMENT OF ENERGY ENVIRONMENT, SAFETY AND HEALTH (ES&H) GOALS		
DOE O 451.1B	10/26/2000	NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE PROGRAM	1 09/28/2001	ES&H-related directive included in WSS. See Footnote (3).
DOE M 452.4-1A	03/11/2004	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS		
DOE O 460.1B	04/04/2003	PACKAGING AND TRANSPORTATION SAFETY		

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BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 460.2A	12/22/2004	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT		
DOE M 460.2-1	09/23/2002	RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL		Footnote (2)
DOE P 470.1	05/08/2001	INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT (ISSM) POLICY		
DOE N 470.2	12/15/2000	REPORTING UNOFFICIAL FOREIGN TRAVEL		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE O 470.2B	10/31/2002	INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM		
DOE O 470.3A	11/29/2005	DESIGN BASIS THREAT POLICY (U)		
DOE O 470.4	08/26/2005	SAFEGUARDS AND SECURITY PROGRAM		
DOE M 470.4-1	08/26/2005	SAFEGUARDS AND SECURITY PROGRAM PLANNING AND MANAGEMENT	1 03/07/2006	
DOE M 470.4-2	08/26/2005	PHYSICAL PROTECTION	1 03/07/2006	
DOE M 470.4-3	08/26/2005	PROTECTIVE FORCE	1 03/07/2006	
DOE M 470.4-4	08/26/2005	INFORMATION SECURITY		
DOE M 470.4-5	08/26/2005	PERSONNEL SECURITY		

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BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 470.4-6	08/26/2005	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY	1 08/14/2006	
DOE M 471.2-2	08/03/1999	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL		Chapter VI, paragraphs 4j(2) and 4j(6); and Chapter VII, paragraph 12a(2)(a) canceled by DOE N 205.3. Chapter III, Section 8, canceled by DOE N 205.4.
DOE O 471.3	04/09/2003	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION		
DOE M 471.3-1	04/09/2003	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION		
DOE O 475.1	12/10/2004	COUNTERINTELLIGENCE PROGRAM		
DOE M 475.1-1A	05/08/1998	IDENTIFYING CLASSIFIED INFORMATION		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE O 481.1B	09/28/2001	WORK FOR OTHERS (NON-DEPARTMENT OF ENERGY FUNDED WORK)		
DOE M 481.1-1A	01/03/2001	REIMBURSABLE WORK FOR NON-FEDERAL SPONSORS PROCESS MANUAL	1 09/28/2001	

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BASELINE LIST OF
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DOE DIRECTIVES				
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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 484.1	08/17/2006	REIMBURSABLE WORK FOR THE DEPARTMENT OF HOMELAND SECURITY		
DOE O 522.1	11/03/2004	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES		
DOE O 534.1B	01/06/2003	ACCOUNTING		
DOE O 551.1B	08/19/2003	OFFICIAL FOREIGN TRAVEL		
DOE M 573.1-1	07/12/2000	MAIL SERVICES USER'S MANUAL		
DOE O 580.1	12/07/2005	DEPARTMENT OF ENERGY PERSONAL PROPERTY MANAGEMENT PROGRAM		
DOE 1340.1B	01/07/1993	MANAGEMENT OF PUBLIC COMMUNICATIONS PUBLICATIONS AND SCIENTIFIC, TECHNICAL, AND ENGINEERING PUBLICATIONS		
DOE 1350.1	10/28/1981	AUDIOVISUAL AND EXHIBITS MANAGEMENT	1 03/26/1984	
DOE 1450.4	11/12/1992	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS		
DOE 2340.1C	06/08/1992	COORDINATION OF GENERAL ACCOUNTING OFFICE ACTIVITIES		
DOE 5400.5	02/08/1990	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	2 01/07/1993	ES&H-related directive included in WSS. See Footnote (3).

ATTACHMENT D

BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
<i>DOE 5530.1A</i>	<i>09/20/1991</i>	<i>ACCIDENT RESPONSE GROUP</i>		<i>ES&H-related directive included in WSS. See Footnote (3).</i>
<i>DOE 5530.5</i>	<i>07/10/1992</i>	<i>FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER</i>	<i>1 12/02/1992</i>	<i>ES&H-related directive included in WSS. See Footnote (3).</i>

ATTACHMENT D

BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

SECRETARY OF ENERGY NOTICES (SENs) SENs may be found at the following Internet address: http://www.directives.doe.gov/				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
SEN-22-90	05/08/1990	DOE POLICY ON SIGNATURES OF RCRA PERMIT APPLICATIONS		

ATTACHMENT D

BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

ORO DIRECTIVES ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 130		BUDGET		
Chapter II	05/15/1996	SHUTDOWN OF DEPARTMENTAL OPERATIONS UPON FAILURE BY CONGRESS TO ENACT APPROPRIATIONS	4 06/01/2005	
ORO O 150		EMERGENCY MANAGEMENT AND PLANNING		
Chapter I	09/30/1996	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM	6 04/22/2004	
ORO O 220		ASSESSMENTS		
Chapter II	09/30/1996	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	4 09/06/2005	
Chapter III	05/31/1996	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS	5 05/02/2006	
Chapter IV	05/31/1996	COORDINATION OF GOVERNMENT ACCOUNTABILITY OFFICE ACTIVITIES	4 04/29/2005	
Chapter VII	05/31/1996	AUDIT RESOLUTION AND FOLLOW-UP	4 04/29/2005	

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ORO DIRECTIVES ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 230		REPORTING		
Chapter III	06/14/1996	COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) REQUIREMENTS	5 08/29/2006	Footnote (2)
ORO O 250		STANDARDIZATION		
Chapter I	08/13/1996	ORO STANDARDS MANAGEMENT PROGRAM OVERVIEW	5 04/18/2006	
Chapter II	08/13/1996	ORO DIRECTIVES SYSTEM	6 04/18/2006	
Chapter IV	08/13/1996	IMPACT ASSESSMENTS	4 04/18/2006	
Chapter V	08/13/1996	DEVELOPMENT, APPROVAL, AND MAINTENANCE OF WORK SMART STANDARDS SETS	6 04/18/2006	
Chapter VI	09/30/1996	IMPLEMENTATION PLANS AND EXEMPTION REQUESTS	5 04/18/2006	
Chapter VIII	04/27/2001	REQUIREMENTS CHANGE NOTICES	2 04/18/2006	
Chapter X	10/31/2003	DOE DIRECTIVES SYSTEM	1 04/18/2006	

ATTACHMENT D

BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

ORO DIRECTIVES ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 350		CONTRACTOR HUMAN RESOURCE PROGRAMS		
Chapter III	05/31/1996	FEDERAL LABOR STANDARDS	4 05/09/2006	
ORO O 410		MANAGEMENT		
Chapter I	09/24/1996	WORK AUTHORIZATION SYSTEM	4 08/04/2005	
ORO O 430		LIFE CYCLE ASSET MANAGEMENT		
Chapter II	06/14/1996	ENERGY AND UTILITIES MANAGEMENT	4 08/21/2006	
ORO O 440		WORKER PROTECTION		
Chapter V	09/30/1996	EMPLOYEE CONCERNS MANAGEMENT SYSTEM	4 05/23/2005	
ORO O 470		SAFEGUARDS AND SECURITY		
Chapter I	09/30/1996	SAFEGUARDS AND SECURITY PROGRAM	3 10/29/2004	
Chapter VII	05/15/1996	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	4 02/02/2005	
Chapter IX	05/15/1996	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	3 12/29/2004	

ATTACHMENT D

BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

<p style="text-align: center;">ORO DIRECTIVES ORO directives may be found at the following Internet address: http://www.ornl.gov/doe_oro_dmg/oro_dir.htm </p>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 530		ACCOUNTING		
Chapter III	06/18/1996	ACCOUNTING	5 02/02/2005	
ORO O 550		TRAVEL AND TRANSPORTATION		
Chapter II	09/26/2001	FOREIGN TRAVEL AUTHORIZATION	1 12/16/2004	Footnote (4)

ATTACHMENT D

BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

List B - List of Applicable Directives

WORK SMART STANDARDS (WSS) SET				
WSS Set may be found at: http://www.ornl.gov/orise/wss.htm				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH REVISION	NOTES AND COMMENTS
WSS Set	12/13/1999	OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION (ORISE) WORK SMART STANDARDS SET	26 11/28/2006	

FOOTNOTES:

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) The Contractor does not perform activities which fall within the scope of this directive at this time. If these activities are conducted at some future date, the requirements contained in this document will be applicable to the Contractor and programs to implement the requirements of this document will be established when and if such activities are to be initiated.
- (3) This document is ES&H-related and appears on the current Work Smart Standards Set. In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections.
- (4) The requirements of this document are applicable; however, specific additional clarification or guidance is required from DOE before such requirements can be implemented in full as indicated in written requests for direction from the Contractor.

**SPECIAL FINANCIAL INSTITUTION ACCOUNT
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED
FINANCING ARRANGEMENT**

Agreement entered in to this, 1st day of July, 2006, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Oak Ridge Associated Universities, a corporation/legal entity existing under the laws of the State of TN (hereinafter referred to as the Contractor) and SunTrust Bank, a financial institution corporation existing under the laws of the State of TN , located at 7610 Gleason Dr. Knoxville, TN (hereinafter referred to as the Financial Institution).

RECITALS

- (a) On the effective date of January 1, 2006, DOE and ORAU, the Contractor, entered into Agreement(s) No. DE-AC05-00OR23100, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (see Fig. IX-10).

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit accounts shall be designated as follows:

- (i) Oak Ridge Associated Universities
DOE Contract No. DE-AC05-00OR23100
Master Account
- (ii) Oak Ridge Associated Universities
DOE Contract No. DE-AC05-00OR23100
Operating Account
- (iii) Oak Ridge Associated Universities
DOE Contract No. DE-AC05-00OR23100
Payroll Account

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that---

- (1) The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
- (2) The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE Stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.
- (4) In the event of the service of any writ of attachments, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at--

Department of Energy
Oak Ridge Operations Office
Finance Division
Post Office Box 2001
Oak Ridge, TN 37831-8772
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

If documentation furnished by the Financial Institution demonstrates that this withdrawal procedure would be inequitable to DOE or to the Financial Institution Covenant 5 may be modified upon agreement of all parties concerned. The Financial Institution shall comply with the provisions contained in I TFM 6-2000,

which states that payment vouchers (TFS form 5808) ordinarily should not be drawn more frequently than daily or for amounts less than \$5,000 and in no case should they be drawn for more than \$50,000,000 unless otherwise stated in the Letter of Credit. In the event that the balance remaining in the Letter of Credit limitation is not sufficient to cover the checks presented, the Department of the Treasury will, at the specific authorization of DOE, instruct the Federal Reserve Bank to immediately wire a transfer of funds from the Department of the Treasury account to the Financial Institution's account, for the benefit of the Contractor's special demand deposit account, in an amount sufficient to cover the check presented in excess of the available Letter of Credit.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in ORAU solicitation No. 06-12770 dated May 15, 2006. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

- (6) The Financial Institution shall post collateral, acceptable under Department of the Treasury Title 31 CFR 202 / Treasury Financial Manual Part 6, Chapter 9000, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in the Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of 5 years, beginning on the 1st day of July, 2006, and ending on the 30th day of June, 2011. The total duration of this contract shall not exceed five (5) years.
- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
- (11) In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. During this 90-day period, DOE shall place on deposit in that account sufficient funds to cover all outstanding checks presented for payment.

During the 90-day period, it is further understood that:

- (a) The Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the account, less Federal Deposit Insurance Corporation (FDIC) coverage on the accounts, and that no cost of such collateralization shall accrue to the Contractor or DOE.
- (b) All service charges shall be consistent with the amounts reflected in this Agreement as identified in *Schedule of Financial Institution Processing Charges*.
- (c) No charge will be made for any FDIC or other depository insurance assessed.
- (d) All terms and conditions of the Financial Institution's proposal dated June 7, 2006 which are not inconsistent with this 90-day additional term shall remain in effect.
- (e) This Agreement shall continue in effect for the 90-day additional period, with exception for the following:
 - 1. Letter of Credit (Covenant 5)
 - 2. Term Agreement (Covenant 7)
 - 3. Termination of Agreement (Covenants 8 and 9)

(12) Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s) and to the extent of such transfer and notice thereof to the Financial Institution, the Contractor shall have no further responsibilities hereunder.

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled Statement of Work as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of pages, including the signature pages, to be executed as of the day and year first above written.

6/27/06
Date Signed

By MARK A. MILLION, Contracting Officer
Department of Energy

Mark A. Million
(Signature of Contracting Officer)

Oak Ridge Associated Universities
(Typed Name of Contractor)

By Dr. Ronald D. Townsend
(Name of Contractor's Representative)

Ronald D. Townsend
(Signature of Contractor's Representative)

President
(Title)

130 Badger Avenue

Oak Ridge, Tennessee 37830

6-26-06
(Date Signed)

SunTrust Banks, Inc.
(Name of Financial Institution)

By: Bob L Wrather
(Name of Financial Institution Representative)

Bob L Wrather
(Signature of Financial Institution Representative)

Senior Vice President
(Title)

6-26-2006

(Date Signed)

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Monnie E. Champion, certify that I am the Secretary of the corporation named as contractor herein; that Dr. Ronald D. Townsend, who signed this Agreement on behalf of the Contractor; was then President of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Monnie E. Champion
(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Larry Mauldin, certify that I am the Chief Executive Officer of the corporation named as Financial Institution herein; that Bob L. Wrather, who signed this Agreement on behalf of the Financial Institution, was then Regional President of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Larry R. Mauldin
(Corporate Seal) (Signature)