

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M186	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11974-5000		7. ADMINISTERED BY (If other than Item 6) Code	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Brookhaven Science Associates, LLC 25 Brookhaven Avenue Building 460 Upton, New York 11973-5000	<input checked="" type="checkbox"/>	9.A. AMENDMENT OF SOLICITATION NO.
		9.B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10.A. MODIFICATION OF Contract/Order NO. DE-AC02-98CH10886
		10.B. DATED (SEE ITEM 13) 01/05/1998
CODE N/A	FACILITY CODE N/A	

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)

N/A

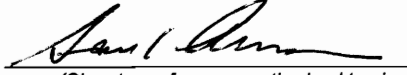
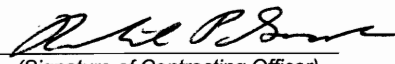
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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"/>	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: Mutual agreement of the parties.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this Modification is to Revise Clause H.20, Guarantee of Performance; Revise Part II Section I – Contract Clauses, Table of Contents; Add Clause I.8A, Contractor Code of Business Ethics and Conduct; Add Clause I.8B, Display of Hotline Poster(s); Add Clause I.28D, Affirmative Procurement of Biobased Products Under Service and Construction Contracts; Add Clause I.30C, Energy Efficiency in Energy-Consuming Products; Replace Clause I.74 and I.74A with I.74B, Nuclear Hazards Indemnity Agreement (OCT 2005) and hold both numbers as RESERVED; Revise Clause I.104, Obligations of Funds; Revise Section J.5, Appendix E, Key Personnel; and Replace Appendix I, DOE Directives.

15A. NAME AND TITLE OF SIGNER (Type or print) Samuel Aronson President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert P. Gordon Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)	7/31/08	BY  (Signature of Contracting Officer)	7-31-08

Said contract, as modified previously, is hereby further modified as follows:

1. **Clause H.20 – Guarantee of Performance (AL 2008-01):** This clause has been revised per Acquisition Letter 2008-01: "Corporate Governance Requirements for DOE Management and Operating (M&O) and Major Site Management Contracts"; the specific language is attached.
2. **Part II, Section I – Contract Clauses, Table of Contents:** This section is updated to reflect the deletion of Clauses I.74, Nuclear Hazards Indemnity Agreement (JUNE 1996) and I.74A, Nuclear Hazards Indemnity Agreement (OCT 2005) and hold both numbers as RESERVED; the addition of Clauses I.8A, Contractor Code of Business Ethics and Conduct; Clause I.8B, Display of Hotline Poster(s); Clause I.28D, Affirmative Procurement of Biobased Products Under Service and Construction Contracts; Clause I.30C, Energy Efficiency in Energy-Consuming Products; and Clause I.74B, Nuclear Hazards Indemnity Agreement.
3. **Clause I.8A – FAR 52.203-13 - Contractor Code of Business Ethics and Conduct (PF 2008-9) (DEC 2007):** is hereby added to this Contract; the specific language is attached.
4. **Clause I.8B – FAR 52.203-14 - Display of Hotline Poster(s) (PF 2008-9) (DEC 2007):** is hereby added to this Contract; the specific language is attached.
5. **Clause I.28D- FAR 52.223-2 - Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007);** is hereby added to this Contract; the specific language is attached.
6. **Clause I.30C – FAR 52.223-15 - Energy Efficiency in Energy-Consuming Products (PF 2008-9) (DEC 2007):** is hereby added to this Contract; the specific language is attached.
7. **Clause I.74 – Nuclear Hazards Indemnity Agreement (June 1996):** This clause is deleted (effective January 5, 2008) per Acquisition Letter 2005-15: "Implementation of the Price-Anderson Amendments Act of 2005" and the clause number is RESERVED.
8. **Clause I.74A – Nuclear Hazards Indemnity Agreement (OCT 2005):** This clause is deleted (effective January 5, 2008) per Acquisition Letter 2005-15: "Implementation of the Price-Anderson Amendments Act of 2005" and the clause number is RESERVED.
9. **Clause I.74B – DEAR 952.250-70 - Nuclear Hazards Indemnity Agreement (OCT 2005):** This clause has been added per Acquisition Letter 2005-15: "Implementation of the Price-Anderson Amendments Act of 2005". The effective date of this clause is January 5, 2008; the specific language is attached.
10. **Clause I.104 - OBLIGATION OF FUNDS:** The first sentence of paragraph (a) is revised to read as follows: "The amount presently obligated by the Government with respect to this Contract is \$4,879,665,826.94."
11. The following is a history of the change in the obligated amount since the last M Modification that updated Clause I.104.

PRIOR OBLIGATION M182	\$ 4,867,531,096.98
INCREASE IN MOD A183	\$ 12,192,451.85
DECREASE IN MOD A184	\$ (\$5,845,303.66)
INCREASE IN MOD A185	\$ <u>5,787,581.77</u>
CURRENT TOTAL OBLIGATION:	\$ 4,879,665,826.94

12. Attachment J.5, Appendix E, Key Personnel – The Key Personnel list identified in Modification M178 has been revised as follows:

- a. Gregory Fess was replaced with Michael Goldman and the title is changed to Acting General Counsel

13. Attachment J.9, Appendix I – DOE Directives: The DOE Directives list identified as Modification M182 has been revised; replace the prior version with the attached Appendix I, identified as Modification M186. The revisions are as follows:

- (a) Notice 206.4, CRD - PERSONAL IDENTITY VERIFICATION, added
Cancels: Notice 206.3
- (b) Order 221.1A – CRD – REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL, added
Cancels: Order 221.1
- (c) Order 341.1A - Parts: 1.a., 1.b., 2.a., 2.a.(1), 2.a.(2), 2.a.(3), 2.a.(4)(a), 2.a.(4)(b), 2.a.(4)(d), 2.a.(4)(f), 2.a.(4)(g) and 2.a.(4)(h) - CRD - FEDERAL EMPLOYEE HEALTH SERVICES, added
- (d) Order 430.1B Change 1 – CRD REAL PROPERTY ASSET MANAGEMENT, added
Change 1 added
- (e) Order 430.2B Change 1 - CRD - DEPARTMENTAL ENERGY, RENEWABLE ENERGY AND TRANSPORTATION MANAGEMENT – added
Cancels: Order 430.2A
- (f) Manual 441.1-1 - CRD - NUCLEAR MATERIAL PACKAGING MANUAL – added
- (g) Manual 460.2-1A - Radioactive Material Transportation Practices Manual – added
Cancels: 460.2-1
- (h) Order 580.1 Change 1 - CRD – DEPARTMENT OF ENERGY PROPERTY MANAGEMENT PROGRAM – added
Cancels: Order 580.1

Attachments:

Part I, Section H – Special Contract Requirements, Table of Contents
Clause H.20
Part II, Section I – Contract Clauses, Table of Contents
Clause I.8A
Clause I.8B
Clause I.28D
Clause I.30C
Clause I.74B
Part III, Section J, List of Documents, Exhibits and Other Attachments, Table of Contents
Section J, Attachment J.5, Appendix E – Key Personnel
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PART I

SECTION H

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In view of the fact that the Contractor has been organized by Battelle Memorial Institute and The Research Foundation of State University of New York (BMI and RFSUNY) for the sole purpose of performing the work hereunder, and in view of the fact that BMI and RFSUNY are the sole members of the Contractor, this contract extension is subject to the guarantees of performance previously executed by both BMI and RFSUNY.

The Government may contact, as necessary, Carl Kohrt, serving as Chair of Brookhaven Science Associates Board, the responsible corporate official who is accountable for the Contractor regarding Contractor performance issues.

PART II

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CLAUSE I.8A - FAR 52.203-13 – CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Provide a copy of the code to each employee engaged in performance of the contract.

(2) The Contractor shall promote compliance with its code of business ethics and conduct.

(c) *Awareness program and internal control system for other than small businesses.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period—

(1) An ongoing business ethics and business conduct awareness program; and

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) For example, the Contractor's internal control system should provide for—

(A) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance

with the Contractor's code of business ethics and conduct and the special requirements of Government contracting;

- (B) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - (C) Internal and/or external audits, as appropriate; and
 - (D) Disciplinary action for improper conduct.
- (d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract—
- (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

CLAUSE I.8B - FAR 52.203-14 – DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Obtain Poster(s) from:

- (i) U.S. Department of Energy Office of Inspector General
- (ii) <http://www.ig.energy.gov/hotline.htm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

CLAUSE I.28D - FAR 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—
- (1) The product cannot be acquired—
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
 - (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:
 - (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at <http://www.usda.gov/biopREFERRED>.

CLAUSE I.30C – FAR 52.223-15 – ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) *Definition.* As used in this clause--

“Energy-efficient product”—

(1) Means a product that—

- (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
- (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

- (1) Delivered;
- (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (3) Furnished by the Contractor for use by the Government; or
- (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

- (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
- (2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and

- (2) FEMP at
http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

CLAUSE I.74B - DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT
(OCT. 2005)

- (a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) *Definitions.* The definitions set out in the Act shall apply to this clause.
- (c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:

- (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
- (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
- (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
- (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
 - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
 1. Negligence;
 2. Contributory negligence;
 3. Assumption of risk; or
 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
 - (B) Any issue or defense as to charitable or governmental immunity; and
 - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

- (v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
 - (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
 - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
 - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
 - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
 - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

- (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or *expiration of this contract.*
- (h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

- (j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

- (k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

CLAUSE NO.	FAR/DEAR REFERENCE	TITLE OF SECTION/CLAUSE
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
J.1		Appendix A - Advance Understandings on Human Resources
J.2		Appendix B - Performance Evaluation and Measurement Plan <ul style="list-style-type: none">• FY 2006 Mod M138• FY 2007 Mod M153• FY 2008 Mod M175
J.3		Appendix C - Special Financial Institution Account
J.4		Appendix D - Budget Program
J.5		Appendix E - Key Personnel
J.6		Appendix F - Reserved
J.7		Appendix G - Purchasing System Requirements
J.8		Appendix H - Small Business Subcontracting Plan <ul style="list-style-type: none">• FY 2006 Mod M144• FY 2007 Mod M159• FY 2008 Mod M175• FY 2008 Mod M182 (updated)
J.9		Appendix I - DOE Directives/List B
J.10		Appendix J - Treaties and International Agreements/Waived Inventions
J.11		Appendix K - Reserved
J.12		Appendix L - Computation of Fee <ul style="list-style-type: none">• FY 2006 Mod M178• FY 2007 Mod M178• FY 2008 Mod M175
J.13		Appendix M - Contract Guidance for Preparation of Diversity Plan

U.S. Department of Energy
and
Brookhaven Science Associates, LLC

ATTACHMENT J.5

APPENDIX E

KEY PERSONNEL

***Applicable to the Operation of
The Brookhaven National Laboratory***

***Contract No. DE-AC02-98CH10886
Modification No. M186***

Appendix E **Key Personnel**

Pursuant to the clause entitled, "Key Personnel," the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Dr. Samuel Aronson	Director
Mr. Michael Bebon	Deputy Director for Operations
Dr. Doon Gibbs	Deputy Director for Science & Technology
Mr. Lanny Bates	Assistant Laboratory Director, Facilities & Operations
Dr. Steven Dierker	Associate Laboratory Director, Light Sources
Mr. Michael Goldman*	Acting General Counsel
Mr. John Hauser	Assistant Laboratory Director, Finance
Dr. Fritz Henn	Associate Laboratory Director, Life Sciences
Mr. Leslie M. Hill	Director, Environmental Restoration Projects
Dr. J. Patrick Looney	Assistant Laboratory Director, Policy and Strategic Planning
Ms. Margaret Lynch	Assistant Laboratory Director, Community, Education, Government & Public Affairs
Dr. James Misewich	Associate Laboratory Director, Basic Energy Sciences
Dr. Carol Parnell	Assistant Laboratory Director, ES&H
Dr. Steven Vigdor	Associate Laboratory Director, Nuclear and Particle Physics
Dr. Creighton Wirick*	Interim Associate Laboratory Director, Energy Environment, & National Security

* Positions designated as "Interim" have not been officially approved as Key Personnel by DOE, but reflect the personnel functioning in the position.

U.S. Department of Energy
and
Brookhaven Science Associates, LLC

ATTACHMENT J.9

APPENDIX I
DOE DIRECTIVES/LIST B

**Applicable to the Operation of
The Brookhaven National Laboratory**

Contract No. DE-AC02-98CH10886
Modification No. M186

APPENDIX I

DOE DIRECTIVES

There is no List A to this Appendix.

List B to this Appendix contains two parts as follows:

Part I: "Directives List"

This section contains a list of Directives that are considered by DOE as applicable to the BNL contract.

Part II: "Partial Deletions of Directives"

This section contains a list of Directives that were accepted and implemented by the previous contractor but have subsequently been revised by DOE to remove certain sections.

Appendix I - Part I

CRD=Contractor Requirements Document

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
2/26/01	N 153.1	CONNECTIVITY TO ATMOSPHERIC RELEASE ADVISORY CAPABILITY
8/11/03	N 153.2	CRD - CONNECTIVITY TO NATIONAL ATMOSPHERIC RELEASE ADVISORY CENTER (NARAC)
10/02/00	N 203.1	CRD - SOFTWARE QUALITY ASSURANCE
11/1/99	N 205.2	CRD - FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS (Extended until 8/12/05 by DOE N 205.14 dated 8/12/04) (Extended until 9/30/06 by DOE N 205.16 dated 9/15/05)
11/23/99	N 205.3	CRD - PASSWORD GENERATION, PROTECTION, AND USE (Extended until 8/12/05 by DOE N 205.14 dated 8/12/04) (Extended until 9/30/06 by DOE N 205.16 dated 9/15/05)
2/11/04	N 205.8	CRD - CYBER SECURITY REQUIREMENTS FOR WIRELESS DEVICES AND INFORMATION SYSTEMS (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
2/19/04	N 205.9	CRD - CERTIFICATION AND ACCREDITATION PROCESS FOR INFORMATION SYSTEMS INCLUDING NATIONAL SECURITY SYSTEMS (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
2/19/04	N 205.10	CRD - CYBER SECURITY REQUIREMENTS FOR RISK MANAGEMENT (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
2/19/04	N 205.11	CRD - SECURITY REQUIREMENTS FOR REMOTE ACCESS TO DOE AND APPLICABLE CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS (Extended until 03/18/06 by DOE N 205.15 dated 3/18/05)
8/12/04	N 205.14	EXTENSION OF DOE DIRECTIVES (N 205.2 and N 205.3)
3/18/05	N 205.15	EXTENSION OF DOE DIRECTIVES - NOTICES 205.8, 205.9, 205.10, 205.11, 205.12
9/15/05	N 205.16	EXTENSION OF DOE DIRECTIVES (N 205.2 and N 205.3)
6/29/07	N 206.4	CRD - PERSONAL IDENTITY VERIFICATION
10/9/07	N 206.5	CRD - RESPONSE AND NOTIFICATION PROCEDURES FOR DATA BREACHES INVOLVING PERSONALLY IDENTIFIABLE INFORMATION
2/27/08	N 234.1	CRD - REPORTING OF RADIOACTIVE SEALED SOURCES
7/7/05	N 251.64	EXTENSION OF DOE DIRECTIVES (O 471.1A, M 471.1-1 Change1, M 472.1-1B, O 473.2, and N 473.9)
1/25/07	O 110.3A	CRD - CONFERENCE MANAGEMENT
9/29/95	O 130.1	CRD - BUDGET FORMULATION PROCESS
1/13/04	O 142.1	CRD - CLASSIFIED VISITS INVOLVING FOREIGN NATIONALS
12/15/06	O 142.2A	CRD - VOLUNTARY OFFER SAFEGUARDS AGREEMENT AND ADDITIONAL PROTOCOL WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
6/18/04 2/28/08	O 142.3 Change 1	CRD - UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM
11/2/05	O 151.1C	CRD - COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
6/27/07	O 153.1	CRD - DEPARTMENTAL RADIOLOGICAL EMERGENCY RESPONSE ASSETS
9/30/96	O 200.1	CRD - INFORMATION MANAGEMENT PROGRAM
1/7/05	O 203.1	LIMITED PERSONAL USE OF GOVERNMENT OFFICE EQUIPMENT INCLUDING INFORMATION TECHNOLOGY
12/4/06	O 205.1A	CRD – DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT
4/17/06	M 205.1-3	TELECOMMUNICATIONS SECURITY MANUAL
3/8/07	M 205.1-4	CRD – NATIONAL SECURITY SYSTEM MANUAL
6/12/06	O 210.2	CRD – DOE CORPORATE OPERATING EXPERIENCE PROGRAM
4/19/08	O 221.1A	CRD - REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
2/25/08	O 221.2A	CRD - COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
11/26/97	O 225.1A	CRD - TYPE A AND B ACCIDENT INVESTIGATIONS
7/31/07	O 226.1A	CRD – IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY
3/19/04 9/9/04 6/12/07	M 231.1-1A Change 1 Change 2	CRD - ENVIRONMENT, SAFETY, AND HEALTH REPORTING MANUAL
8/19/03	M 231.1-2	CRD - OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
4/9/01 10/14/03	O 241.1A Change 1	CRD - SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
2/3/06	O 243.1	CRD - RECORDS MANAGEMENT PROGRAM
2/2/06	O 243.2	CRD - VITAL RECORDS
8/16/06	O 251.1B	CRD - DEPARTMENTAL DIRECTIVES PROGRAM
8/16/06	M 251.1-1B	CRD - DEPARTMENTAL DIRECTIVES PROGRAM MANUAL
11/19/99	O 252.1	CRD - TECHNICAL STANDARDS PROGRAM
10/18/07	O 341.1A Parts: 1.a., 1.b., 2.a., 2.a.(1), 2.a.(2), 2.a.(3), 2.a.(4)(a), 2.a.(4)(b), 2.a.(4)(d), 2.a.(4)(f), 2.a.(4)(g) and 2.a.(4)(h)	CRD - FEDERAL EMPLOYEE HEALTH SERVICES
9/30/96 5/8/98	O 350.1 Change 1	CRD - CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS CRD - EMPLOYEE BENEFITS
10/29/03	O 350.2A	CRD - USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
4/21/05	O 412.1A	WORK AUTHORIZATION SYSTEM

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
4/18/02	O 413.1A	CRD - MANAGEMENT CONTROL PROGRAM
4/19/06	O 413.2B	CRD - LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
7/28/06	O 413.3A	CRD - PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
03/28/03	M 413.3-1*	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
6/17/05	O 414.1C	CRD - QUALITY ASSURANCE
12/22/05	O 420.1B	CRD - FACILITY SAFETY
7/23/04	O 420.2B	CRD - SAFETY OF ACCELERATOR FACILITIES
3/13/03	O 425.1C	CRD - STARTUP AND RESTART OF NUCLEAR FACILITIES
09/24/03 2/8/08	O 430.1B Change 1	CRD - REAL PROPERTY ASSET MANAGEMENT
2/27/08	O 430.2B	CRD - DEPARTMENTAL ENERGY, RENEWABLE ENERGY AND TRANSPORTATION MANAGEMENT
2/13/07	O 433.1A	CRD - MAINTENANCE MANAGEMENT PROGRAM FOR DOE NUCLEAR FACILITIES
7/9/99 8/28/01	O 435.1 Change 1	CRD - RADIOACTIVE WASTE MANAGEMENT
7/9/99 6/19/01	M 435.1-1 Change 1	RADIOACTIVE WASTE MANAGEMENT MANUAL
11/27/02 11/19/06	O 440.2B Change 1	CRD - AVIATION MANAGEMENT AND SAFETY
3/7/08	M 441.1-1	CRD - NUCLEAR MATERIAL PACKAGING MANUAL
6/6/01	O 442.1A	CRD - DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PRG.
11/16/06	M 442.1-1	CRD - DIFFERING PROFESSIONAL OPINIONS MANUAL FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY, AND HEALTH
12/20/07	O 443.1A	CRD - PROTECTION OF HUMAN SUBJECTS
1/15/03 1/3/07	O 450.1 Change 3	CRD - ENVIRONMENTAL PROTECTION PROGRAM
11/1/06	M 450.4-1	INTEGRATED SAFETY MANAGEMENT SYSTEM MANUAL
4/4/03	O 460.1B	CRD - PACKAGING AND TRANSPORTATION SAFETY
12/22/04	O 460.2A	CRD - DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT
6/4/08	M 460.2-1A	RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL (Cancels DOE MANUAL 460.2-1)
10/31/02	O 470.2B	CRD - INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM
11/29/05	O 470.3A	DESIGN BASIS THREAT POLICY (CLASSIFIED)

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
8/26/05 3/7/06	M 470.4-1 Change 1	CRD – SAFEGUARDS AND SECURITY PROGRAM PLANNING & MANAGEMENT
8/26/05 3/7/06	M 470.4-2 Change 1	CRD – PHYSICAL PROTECTION
8/26/05 3/7/06	M 470.4-3 Change 1	CRD – PROTECTIVE FORCE
8/26/05 6/29/07	M 470.4-4 Change 1	CRD – INFORMATION SECURITY
8/26/05	M 470.4-5	CRD – PERSONNEL SECURITY
8/26/05 8/14/06	M 470.4-6 Change 1	CRD – NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY
6/30/00	O 471.1A	CRD - IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (Extended until 06/30/05 by DOE N 251.58 dated 7/6/04) (Extended until 07/7/06 by DOE N 251.64 dated 7/7/05)
6/30/00 10/23/01	M 471.1-1 Change 1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL (Extended until 06/30/05 by DOE N 251.58 dated 7/6/04) (Extended until 07/7/06 by DOE N 251.64 dated 7/7/05)
4/9/03	O 471.3	CRD - IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
4/9/03	M 471.3-1	CRD - MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
8/28/07	M 475.1-1B	CRD – MANUAL FOR IDENTIFYING CLASSIFIED INFORMATION
12/10/04	O 475.1	COUNTERINTELLIGENCE PROGRAM
8/28/07	O 475.2	CRD – IDENTIFYING CLASSIFIED INFORMATION
1/03/01 9/28/01	M 481.1-1A Change 1	REIMBURSABLE WORK FOR NON-FEDERAL SPONSORED PROCESS MANUAL
1/12/01	O 482.1	CRD - DOE FACILITIES TECHNOLOGY PARTNERING PROGRAMS
1/12/01	O 483.1	CRD - DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
1/12/01	M 483.1-1	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
8/17/06	O 484.1	CRD - Reimbursable Work for the Department of Homeland Security
11/3/04	O 522.1	CRD - PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
1/6/03	O 534.1B	CRD – ACCOUNTING
8/19/03	O 551.1B	CRD - OFFICIAL FOREIGN TRAVEL
12/7/05 5/8/08	O 580.1 Change 1	CRD – DEPARTMENT OF ENERGY PROPERTY MANAGEMENT PROGRAM
5/2/01	P 141.1	DEPARTMENT OF ENERGY MANAGEMENT OF CULTURAL RESOURCES
5/8/01	P 205.1	DEPARTMENTAL CYBER SECURITY MANAGEMENT POLICY

DIRECTIVES LIST		
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE
6/10/00	P 413.1	PROGRAM AND PROJECT MANAGEMENT POLICY FOR THE PLANNING, PROGRAMMING, BUDGETING, AND ACQUISITION OF CAPITAL ASSETS
8/2/04	P 450.7	DOE ENVIRONMENT, SAFETY AND HEALTH GOALS
7/15/03	P 455.1	USE OF RISK-BASED END STATES
9/15/05	P 456.1	SECRETARIAL POLICY STATEMENT ON NANOSCALE SAFETY
5/08/01	P 470.1	INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT POLICY
5/20/02	P 580.1	MANAGEMENT POLICY FOR PLANNING, PROGRAMMING, BUDGETING, OPERATION, MAINTENANCE AND DISPOSAL OF REAL PROPERTY
11/12/92	1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS
2/8/90 6/5/90 1/7/93	5400.5* Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
7/9/90 5/18/92 10/23/01	5480.19 Change 1 Change 2	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES
11/15/94 7/12/01	5480.20A Change 1	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES
8/1/80	5610.2	CONTROL OF WEAPON DATA
5/26/94	5660.1B	MANAGEMENT OF NUCLEAR MATERIALS

Appendix I - Part II

PARTIAL DELETIONS OF DIRECTIVES				
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE	DELETION DIRECTIVE DATE	SECTIONS DELETED
03/28/03	M 413.3-1	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS	O 413.3A 7/28/06	Chapters 1 through 3
2/8/90 6/5/90 1/7/93	5400.5 Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	O 231.1 9/30/95 Change 1 10/26/95	Chapter II: Para 1a(3) (a)