

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M005	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 Procurement and Contracts Division ATTN: Beth L. Holt P.O. Box 2001 Oak Ridge, TN 37831-8758	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			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.

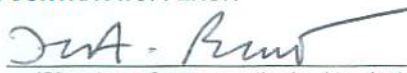

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as 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) Ivan A. Boatner General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson, Contracting Officer
15B. CONTRACT/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 4/17/06
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 04/19/06

14. Description of Amendment/Modification:

The purpose of this modification is to (1) delete the clause I.11 52.215-2 Audit and Records – Negotiation, which is not applicable to this Contractor; (2) delete clause I.41 52.222-11 Subcontracts (Labor Standards), which is an exact duplicate of the clause located at I.36; (3) delete clause I.114 970.5227-11 Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer, which does not apply to this non-profit Contractor; (4) delete clause I.116 970.5231-4 Pre-existing Conditions, which does not apply to this incumbent contractor; (5) incorporate clause H.34 Electronic Subcontracting Reporting System; (6) incorporate clause H.35 Access to DOE-Owned or Leased Facilities; and (7) delete Section J, Attachment A Reporting Requirements, replacing it with the updated Section J, Attachment A Reporting Requirements incorporated by this modification.

Accordingly, the contract is hereby modified as follows:

1. Delete the clause I.11 52.215-2 Audit and Records – Negotiation (JUN 1999)-Alternate I (JAN 1997) in its entirety.
2. Delete clause I.41 52.222-11 Subcontracts (Labor Standards) (JUL 2005) in its entirety.
3. Delete clause I.114 970.5227-11 Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) in its entirety.
4. Delete clause I.116 970.5231-4 Pre-existing Conditions (DEC 2000) – Alternate II (DEC 2000) in its entirety.
5. Incorporate clause H.34 Electronic Subcontracting Reporting System (OCT 2005) as follows:

H.34 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (OCT 2005)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

6. Incorporate clause H.35 Access to DOE-Owned or Leased Facilities (OCT 2005) as follows:

H.35 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:
- (1) is the employee, or is the employee suspected of being, a terrorist?
 - (2) is the employee the subject of an outstanding warrant?
 - (3) has the employee deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form?
 - (4) has the employee presented false or forged identity source documents?
 - (5) has the employee been barred from Federal employment?
 - (6) is the employee currently awaiting a hearing or trial or has the employee been convicted of a crime punishable by imprisonment of six (6) months or longer?
 - (7) is the employee awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer?
- (b) The Contractor shall assure:
- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
 - (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the

termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE –owned or leased facilities.

7. Delete Section J, Attachment A Reporting Requirements in its entirety and replace with the updated Section J, Attachment A Reporting Requirements attached to this modification.

Contractor's Statement of Release

In consideration of the modification agreed to herein as a complete 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 the time required for performance of any part of the work under this contract.

All other terms and conditions remain unchanged.

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 if Required by the DOE Small Business Office	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 – by November 15	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 – September 30	A,B,C

Employee Benefits Cost Survey Comparison (Cost Survey)	Clause in Section II 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 970.5227-10	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 414.1C		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 Plan	Within 30 days after the end of the evaluation period	A,B

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.