

PART III

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SECTION J

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APPENDIX F – Key Personnel

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**APPENDIX A
ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES**

(TO BE NEGOTIATED AFTER CONTRACT AWARD)

The personnel appendix required by DEAR Subpart 970.31 entitled "Contract Cost Principles and Procedures" as referenced in Section I Clause, DEAR 970.5232-2, "Payments and Advances" will be Appendix A of the contract.

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APPENDIX B
PERFORMANCE EVALUATION AND MEASUREMENT PLAN

(TO BE NEGOTIATED AFTER CONTRACT AWARD)

This Appendix sets forth the basis upon which an evaluation of the performance of the Thomas Jefferson National Accelerator Facility (TJNAF) will be conducted as required by Section H clause "Standards of Contractor Performance Evaluation," Section H clause, "Performance-Based Management and Oversight", and as referenced in Section I clause, DEAR 970.5215-1, "Total Available Fee: Base Fee Amount and Performance Fee Amount." The procedure described in this Appendix utilizes a set of "key indicators" against which TJNAF's performance will be assessed for each area, such as Science and Technology, Corporate Citizenship, ES&H, Business and Administrative Practices, Responsible Institutional Management and Project Management. The TJNAF FY 2006 Performance Evaluation and Management Plan has been developed and is available on the TJNAF SEB website. It provides a sense of the Department of Energy's current thinking in accordance with SC guidance. After contract award, a Performance Evaluation and Management Plan will be negotiated with the selected offeror for the period of performance remaining in FY 2006. In addition, the SC guidance for development of FY 2006 PEMP is also located on this website.

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**APPENDIX C
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

The Agreement for Special Financial Institution Account required by Section I Clause, DEAR 970.5232-2, "Payments and Advances" and Section H Clause, "Special Financial Institution Account Agreement," will be added after contract award as Appendix C.

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APPENDIX D

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE ECONOMIC
DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS FOR THE O&M
AND ES&H ADVISORY SERVICES AT THE APPLIED RESEARCH CENTER (ARC)
BUILDING AND LEASE NO. REOSURA-S-97-C002**

The Contractor shall perform the special responsibilities as specified in the attached MOA and as required by Section C 3.2.14 of the SOW.

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LAWS, STATUTES, REGULATIONS, AND DOE DIRECTIVES
PREFACE

Appendix E specifies requirements and Department of Energy Directives (e.g. Notices, Policies, Orders, Manuals, Guides, and Standards) that are applicable to this contract. In this context, the term “applicable” means that:

1. The purpose and policy of the Directive/requirement includes elements that are intended and appropriate for an unclassified non-nuclear user research facility such as TJNAF;
2. Facilities and operations such as TJNAF are not explicitly excluded by the Directive/requirement;
3. The scope and policy of the Directive/requirement are relevant to a product or service being provided through the contract; and
4. The Directives and/or requirements are not limited to government organizations and employees.

DOE recognizes that each listed Directive/requirement contains numerous requirements and provisions which are most useful and beneficial when applied using a graded and/or tailored approach; based on the risk, cost, and benefit at the specific facility. Appropriate implementation will be determined through good faith discussion between the Contractor and the DOE TJNAF Site Office. The guiding principle for such discussion will be that any systems and procedures implemented to serve the policy and purpose of the Directive/requirement be cost effective and add value to TJNAF’s management and operations, without compromising the safety and health of the workers, public, environment, or facilities. The DOE TJNAF Site Office reserves the right to require compliance with any part of each Directive/requirement. The applicability of prospective DOE Directives is determined according to the procedures in Section I clause, “DEAR 970.5204-2, Laws, Regulations and DOE Directives.”

The Contractor shall be aware of DOE policies, responsibilities, formats, guidance, and procedures and is responsible for effective interface with DOE. The Contractor shall use appropriate DOE-generated standards, manuals, and guides as references, even though they may not be explicitly included in Appendix E, as well as standards, references and guides developed and published by professional organizations (e.g., Institute of Electrical and Electronics Engineers, National Fire Protection Association), to help ensure that plans and actions are based on accepted “best practice.” Applicable standards and manuals specifically identified as mandatory in a Directive/requirement listed in this contract appendix will be addressed using the same graded and/or tailored approach as the cited Directive. The Contractor should recognize that some DOE Directives/requirements establish policy and include provisions which the Department has determined are necessary to discharge specific regulatory and fiduciary responsibility in selected areas.

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LAWS, STATUTES, REGULATIONS, AND DOE DIRECTIVES

List A – List of Applicable Laws, Statutes and Regulations

LIST A

LAWS, STATUTES & REGULATIONS

The Contractor shall perform work in accordance with applicable Federal, state and local laws, statutes, regulations and national consensus standards as appropriate. Compliance with laws, Executive Orders, statutes, and regulations are mandatory, thus they are not listed here. The following internet website addresses are provided as a resource and may not necessarily be all inclusive.

<http://thomas.loc.gov/bss/d108/d108laws.html>

<http://www4.law.cornell.edu/uscode>

<http://www.gpoaccess.gov/cfr/index.html>

<http://www.archives.gov>

<http://www.firstgov.gov/>

List B – List of Applicable DOE Directives

LIST B DOE DIRECTIVES				
The contractor shall perform work in accordance with applicable DOE Directives (e.g., Policies, Orders, Manuals, Notices, Guides, and Standards).				
<u>DOE Directives can be found at the following Internet address:</u>				
http://www.directives.doe.gov				
Required Compliance	Through Change	Title	Date	Note
DOE P 413.2		Value Engineering	01/07/2004	
DOE P 450.4		Safety Management System Policy	10/15/1996	
DOE P 450.7		Environment, Safety and Health (ESH) Goals	08/02/2004	
DOE P 456.1		Secretarial Policy Statement on Nanoscale Safety	09/15/2005	
DOE P 470.1		Integrated Safeguards and Security Management (ISSM) Policy	05/08/2001	
DOE O 110.3		Conference Management	11/03/1999	
DOE O 130.1		Budget Formulation	09/29/1995	
DOE O 135.1		Budget Execution – Funds Distribution and Control	09/30/1995	
DOE O 142.3		Unclassified Foreign Visits and Assignments	06/18/2004	
DOE O 151.1B		Comprehensive Emergency Management System	10/29/2005	
DOE O 200.1		Information Management Program	09/30/1996	
DOE O 205.1		Department of Energy Cyber Security Management Program	03/21/2003	
DOE O 221.1		Reporting Fraud, Waste, and Abuse to the Office of Inspector General	03/22/2001	
DOE O 221.2		Cooperation with the Office of Inspector General	03/22/2001	
DOE O 225.1A		Accident Investigations	11/26/1997	
DOE O 226.1		Implementation of DOE Oversight Policy	09/15/2005	
DOE O 231.1A		Environment, Safety and Health Reporting	06/03/2004	

**LIST B
DOE DIRECTIVES**

The contractor shall perform work in accordance with applicable DOE Directives (e.g., Policies, Orders, Manuals, Notices, Guides, and Standards).

DOE Directives can be found at the following Internet address:

<http://www.directives.doe.gov>

Required Compliance	Through Change	Title	Date	Note
DOE O 241.1A	1 10/14/2003	Scientific and Technical Information Management	10/14/2003	
DOE O 251.1A		Directives System	01/30/1998	
DOE O 341.1		Federal Employee Health Services	12/01/2003	
DOE O 350.1	1 05/08/1998	Contractor Human Resource Management Program (only Chapter VII, DOE Contractor Risk Management and Liability Program)	05/08/1998	
DOE O 350.2A		Use of Management and Operating or Other Facility Management Contractor Employees for services to DOE in the Washington, D.C., Area	10/29/2003	
DOE O 412.1A		Work Authorization System	04/21/2005	
DOE O 413.1A		Management Control Program	04/18/2002	
DOE O 413.3		Project Management for the Acquisition of Capital Assets	10/13/2000	
DOE O 414.1C		Quality Assurance	06/17/2005	
DOE O 420.1A		Facility Safety	05/20/2002	
DOE O 420.2B		Safety of Accelerator Facilities	07/23/2004	
DOE O 430.1B		Real Property Asset Management	09/24/2003	
DOE O 430.2A		Departmental Energy and Utilities Management	04/15/2002	
DOE O 435.1	1 08/28/2001	Radioactive Waste Management	08/28/2001	
DOE O 440.1A		Worker Protection Management for DOE Federal and Contractor Employees	03/27/1998	
DOE O 442.1A		DOE Employee Concerns Program	06/06/2001	
DOE O 450.1	1 01/15/2005	Environmental Protection Program	01/15/2005	

**LIST B
DOE DIRECTIVES**

The contractor shall perform work in accordance with applicable DOE Directives (e.g., Policies, Orders, Manuals, Notices, Guides, and Standards).

DOE Directives can be found at the following Internet address:

<http://www.directives.doe.gov>

Required Compliance	Through Change	Title	Date	Note
DOE O 451.1B	1 09/28/2001	National Environmental Policy Act Compliance Program	09/28/2001	
DOE O 460.1B		Packaging and Transportation Safety	04/04/2003	
DOE O 460.2A		Departmental Materials Transportation and Packaging Management	12/22/2004	
DOE O 470.2B		Independent Oversight and Performance Assurance Program	10/31/2002	
DOE O 470.4		Safeguards and Security Program	08/26/2005	
DOE O 471.3		Identifying and Protecting Official Use Only Information	04/09/2003	
DOE O 475.1		Counterintelligence Program	12/10/2004	
DOE O 481.1C		Work for Others (Non-Department of Energy Funded Work)	01/27/2005	
DOE O 482.1		DOE Facilities Technology Partnering Programs	01/12/2001	
DOE O 483.1		DOE Cooperative Research and Development Agreements	01/12/2001	
DOE O 534.1B		Accounting	01/06/2003	
DOE O 540.1A		Departmental Business Instrument Numbering System	01/27/2005	
DOE O 551.1B		Official Foreign Travel	08/19/2003	
DOE O 580.1		Department of Energy Personal Property Management Program	12/7/2005	
DOE O 1340.1B		Management of Public Communications Publications and Scientific, Technical, and Engineering Publications	01/07/1993	
DOE O 1350.1	1 03/26/1984	Audiovisual and Exhibits Management	03/26/1984	

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DOE DIRECTIVES**

The contractor shall perform work in accordance with applicable DOE Directives (e.g., Policies, Orders, Manuals, Notices, Guides, and Standards).

DOE Directives can be found at the following Internet address:

<http://www.directives.doe.gov>

Required Compliance	Through Change	Title	Date	Note
DOE O 1450.4		Consensual Listening-in To or Recording Telephone/Radio Conversations	11/12/1992	
DOE O 5400.5	2 01/07/1993	Radiation Protection of the Public and the Environment	01/07/1993	1
DOE O 5480.4	4 01/07/1993	Environmental Protection, Safety and Health Protection Standards	01/07/1993	
DOE M 135.1-1		Budget Execution Manual	09/30/1995	
DOE M 200.1-1		Telecommunications Security Manual	03/01/1997	
DOE M 205.1-2		Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual	06/26/2005	
DOE M 231.1-1A	1 09/09/2004	Environment, Safety, and Health Reporting Manual	09/09/2004	
DOE M 231.1-2		Occurrence Reporting and Processing of Operations Information	08/19/2003	
DOE M 251.1-1A		Directives System Manual	01/30/1998	
DOE M 413.3-1		Project Management for the Acquisition of Capital Assets	03/28/2003	
DOE M 435.1-1	1 06/19/2001	Radioactive Waste Management Manual	06/19/2001	
DOE M 450.3-1		DOE Closure Process for Necessary and Sufficient Sets of Standards	01/25/1996	
DOE M 460.2-1		Radioactive Material Transportation Practices	09/23/2002	
DOE M 471.3-1		Manual for Identifying and Protecting Official Use Only Information	04/09/2003	
DOE M 481.1-1A	1 09/28/2001	Reimbursable Work For Non-Federal Sponsors Process Manual	09/28/2001	

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DOE DIRECTIVES**

The contractor shall perform work in accordance with applicable DOE Directives (e.g., Policies, Orders, Manuals, Notices, Guides, and Standards).

DOE Directives can be found at the following Internet address:

<http://www.directives.doe.gov>

Required Compliance	Through Change	Title	Date	Note
DOE M 483.1-1		DOE Cooperative Research and Development Agreements Manual	01/12/2001	
DOE M 552.1-1		U. S. Department of Energy Travel Manual	09/04/2002	
DOE M 573.1-1		Mail Services User's Manual	07/12/2000	
DOE N 203.1		Software Quality Assurance	10/02/2000	
DOE N 205.10		Cyber Security Requirements for Risk Management	02/19/2004	
DOE N 205.11		Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems	02/19/2004	
DOE N 205.2		Foreign National Access to DOE Cyber Systems	11/01/1999	
DOE N 205.8		Cyber Security Requirements for Wireless Devices and Information Systems	02/11/2004	
DOE N 205.9		Certification and Accreditation Process for Information Systems Including National Security Systems	02/19/2004	
DOE N 206.2		Personal Identity Proofing	09/14/2005	
DOE N 221.11		Reporting Fraud, Waste, and Abuse	09/20/2005	
DOE N 251.62		Extension of DOE N 481.1A	04/21/2005	
DOE N 450.7		The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities	10/17/2001	
DOE N 481.1A		Reimbursable Work for Department of Homeland Security	04/21/2003	

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APPENDIX F
KEY PERSONNEL

See Section I clause, DEAR 952.215-70, "Key Personnel."

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**APPENDIX G
PERFORMANCE GUARANTEE AGREEMENT**

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC05-05OR23177 for the management and operation of The Thomas Jefferson National Accelerator Facility (Contract dated as specified on Block 28 of SF 33), by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment by which the Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance by which the Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

NAME OF GUARANTOR

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

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**APPENDIX H
TREATIES AND INTERNATIONAL AGREEMENTS**

The following treaties and international agreements are applicable to this contract (Refer to Section I clause, “DEAR 970.5227-10 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (AUG 2002)” and Section I clause, “DEAR 970.5227-12 Patent Rights –Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver (AUG 2002)”):

See website: https://ostiweb.osti.gov/iaem/country-frame_bi.html