



Department of Energy

Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401-3393

PAC 17-2.
2186

September 12, 2008

DIRECTOR'S OFFICE

SEP 12 2008

Mr. James L. Spigarelli
Chairman, PH.D
Alliance for Sustainable Energy
Denver West Building No. 51
Denver West Parkway, Suite 353
Lakewood, CO 80401

Dear Mr. Spigarelli:

SUBJECT: Modification to Contract DE-AC36-08GO28308, Modification M002

Enclosed is one original of the subject modification, M002, which has been fully executed. This modification incorporates the results of post award negotiations. These include a revision to the beginning and end dates of the Transition Period and a correspondence change to Total Available Fee. Additional administrative changes are also incorporated as indicated by the modification.

Should you have any questions, please feel free to contact Steven Scott at (303) 275-4724.

Sincerely,

Jean M. Siekerka
Contracts Specialist



2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Golden Field Office U.S. Department of Energy 1617 Cole Blvd. Golden, CO 80401		Golden Field Office U.S. Department of Energy 1617 Cole Blvd. Golden, CO 80401	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
Alliance for Sustainable Energy, LLC Denver West Building No. 51 Denver West Parkway, Suite 335 Lakewood, CO 80401	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-08GO28308
		10B. DATED (SEE ITEM 13) 7/29/2008
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)
See attached page 1

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)
<input type="checkbox"/>	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input checked="" 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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Pages 2 through 14.

15A. NAME AND TITLE OF SIGNER (Type or print) James L. Spigarelli Chairman of the Board	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steven L. Scott Contracting Officer
15B. CONTRACT/OFFEROR	16B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <u>Steven L. Scott</u> (Signature of Contracting Officer)
15C. DATE SIGNED 9/9/2008	16C. DATE SIGNED 9/12/08

Contract # DE-AC36-08GO28308

Modification M002

Page 1 of 14

This Modification incorporates the following significant changes to contract DE-AC36-08GO28308:

- I. Section B.3 Transition Cost, Estimated Costs and Maximum Available Fee is deleted and replaced with the Section B3 as indicated below. This change revises the beginning and ending dates of the Transition Period, the start date of M&O activities and the Total Available Fee for the contract period beginning October 1, 2008 and ending September 30, 2009.

B.3 Transition Cost, Estimated Costs and Maximum Available Fee

(a) Transition Activities

The Total Estimated Cost for the Transition Term of the contract is:

<u>Transition Term of the Contract</u>	<u>Total Estimated Cost</u>
July 29, 2008 – September 30, 2008	\$1,500,044

- (b) This is a performance-based cost plus award fee contract. There is no base fee for this contract.

(c) Performance Fees and Other Incentives

- (1) Transition activities shall be performed in accordance with Clause H.24, *Activities During Contract Transition*, on a cost-reimbursement basis. No fee shall be paid for these activities.
- (2) In implementation of Clause I.114, *Total Available Fee: Base Fee Amount and Performance Fee Amount*, the Parties have agreed that the maximum available award fee that may be earned by the Contractor in accordance with the provisions of Section J, Attachment J, *Performance Evaluation and Measurement Plan*, for the performance of the work under this contract commencing October 1, 2008 are as follows:

Total Available Research and Development Fee — Contract Base Period	
Period	Total Available Fee
October 1, 2008 through September 30, 2009	\$5,420,000
October 1, 2009 through September 30, 2010	\$5,420,000
October 1, 2010 through September 30, 2011	\$5,420,000
October 1, 2011 through September 30, 2012	\$5,420,000
October 1, 2012 through September 30, 2013	\$5,420,000

Total Available Construction Management Contracts Fee — Contract Base	
Period	Total Available Fee

Period	Total Available Fee
October 1, 2008 through September 30, 2009	\$1,643,188
October 1, 2009 through September 30, 2010	\$669,514

Total Available Research and Development Fee — Contract Option Period	
Period	Total Available Fee
October 1, 2013 through September 30, 2014	\$5,420,000
October 1, 2014 through September 30, 2015	\$5,420,000
October 1, 2015 through September 30, 2016	\$5,420,000
October 1, 2016 through September 30, 2017	\$5,420,000
October 1, 2017 through September 30, 2018	\$5,420,000

- (3) Available fee will not be adjusted at the end of a performance period to reconcile actual costs to initially estimated costs. Fee is subject to adjustment under the provisions of Clause I.149, *Changes*, or other contract provisions.

If available fee is adjusted as described above final available fee will be determined by applying the following ratio pro rated for the length of the performance period:

$$\frac{\text{Offeror's Proposed Fee}}{\$5,420,000} = \text{Fee Adjustment Ratio}$$

- II. Section H.3 Employee Compensation: Pay and Benefits is deleted and replaced as indicated below. This change reflects the change required due to the change in the beginning and end dates of the Transition Period.

H.3 Employee Compensation: Pay and Benefits

- (a) *Human Resources Compensation Plan* – The Contractor shall submit by September 30, 2008, a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
- (b) *Total Compensation System* – The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6, *Compensation for Personal Services (Total Compensation System)*. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented *Human Resources Compensation Plan* as approved by the Contracting Officer.

- (c) *Appraisals of Contractor Performance* – DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.
- (d) *Reports and Information* – The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:
- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
 - (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p) (2) (ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
 - (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
 - (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (f) below.
- (e) *Pay and Benefit Programs* – The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.
- (1) Incumbent Employees are the employees who are Regular Employees of the NREL Division of the Midwest Research Institute as of September 30, 2008.
 - (i) *Pay* – Subject to Section H.2 above, the Contractor shall provide equivalent pay to Incumbent Employees as compared to pay provided by Midwest Research Institute for at least the first year of the term of the Contract.
 - (ii) *Pension and Other Benefits* – The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by Midwest Research Institute. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.
 - (iii) Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans); including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.
 - (2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after September 30, 2008. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical

benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(i) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(A) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.

(B) Any proposed major compensation program design changes prior to implementation.

(C) An Annual Compensation Increase Plan.

(D) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.

(E) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

(ii) The Contracting Officer's approval of individual compensation actions will be required only for the Laboratory Director and those other first-tier reports to the aforementioned position, as identified by the Contracting Officer.

(iii) Severance Pay is not payable to an employee under this Contract if the employee:

(A) Voluntarily separates, resigns or retires from employment;

(B) Is offered employment with a successor/replacement contractor;

(C) Is offered employment with a parent or affiliated company; or

(D) Is discharged for cause.

(iv) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(f) *Pension and Other Benefit Programs*

(1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for either Incumbent Employees or Non-Incumbent Employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(2) Cost reimbursement for Incumbent Employee and Non-Incumbent Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved *Employee Benefits Value Study* and an *Employee Benefits Cost Survey Comparison* as described below.

(3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (d) (4) above and in

calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

- (i) An *Employee Benefits Value Study* (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and
 - (ii) An *Employee Benefits Cost Study Comparison*, annually each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer.
 - (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
 - (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
 - (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
 - (8) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (9) Cost reimbursement for PRBs if any is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (g) *Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs*
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the IRC and ERISA.
 - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.

- (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
- (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.
- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year:
 - (i) Copies of IRS forms 5500 with schedules; and
 - (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
- (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Human Resources Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
 - (i) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
 - (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
 - (iii) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

III. Section H.30 Incurrence of Relocation Costs Prior to the Initiation of M&O Activities Is added to the contract as follows:

H.30 Incurrence of Relocation Costs Prior to the Initiation of M&O Activities

Relocation costs for non-key personnel that would be properly charged to the contract upon initiation of M&O activities may be incurred by the Contractor after the initiation of Transition Activities. These costs will be considered allowable and allocable under the contract if they comply with all Federal laws, regulations, DOE Orders and would have been considered allowable and allocable if incurred after beginning the M&O activities. These costs shall not be invoiced or paid prior to DOE concurrence that M&O activities may begin. These costs shall be accumulated and recorded separately to allow for DOE review.

IV. Section H.31 Exemption of Management and Operation Contractual Obligations for Real Property Encumbered by Government's Easement Outgrant is added to the contract as follows:

H.31 Exemption of Management and Operation Contractual Obligations for Real Property Encumbered by Government's Easement Outgrant

- (a) On October 29, 2007 the Government granted to SunE SRI NREL, LLC (Grantee) an Easement Outgrant for the Installation and Operation of a Solar Electric Generating System at NREL.
 - (b) Such Easement Outgrant transferred rights and responsibilities to Grantee for the management and operation of that certain real property located on and adjacent to NREL, generally described as a tract of land in the Southwest Quarter (SW ¼) of Section Thirty Six, Township Three South, Range Seventy West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described in Exhibit A of the October 29, 2007 Easement Outgrant for Installation and Operation of a Solar Electric Generating System at NREL (hereafter "Mesa Top Solar Electric Generating System Easement Property").
 - (c) Pursuant to such Easement, Grantee is obligated to manage and operate such Mesa Top Solar Electric Generating System Easement Property in accordance with the highest safety, health, environmental, and operational standards, including but not limited to: (i) environment, safety, and health management; (ii) site access, access control, and security; (iii) management and disposal of fuels, hazardous or toxic materials, and wastes; (iv) property protection; (v) insurance against risks and liabilities with Contractor and the Government identified as additional insured; and (vi) to the extent arising out of Grantee's negligence or willful misconduct, indemnification of Contractor and the Government from and against any and all losses incurred to the extent arising from or out of any claim for personal injury, including death, or loss or damage to property or any claim for infringement of patents or improper use of other proprietary rights.
 - (d) Consistent with the transfer of management and operation rights and responsibilities by the Government to the Grantee under such Easement, the Contractor is exempt from obligations for any and all contractual management and operation rights and responsibilities for the Mesa Top Solar Electric Generating System Easement Property.
- V. Section I.140 970.5232-4 Obligation of Funds (Dec 2000) Paragraph (a) is revised as follows to correct an error in the amount presently obligated by the Government with respect to the Contract:
- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$1,405,242. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.

- VI. Section J, Attachment F OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B) is deleted and replaced as follows to reflect additions and deletions of DOE Directives:

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

OPERATING AND ADMINISTRATIVE REQUIREMENTS (LIST B)
Prime Contract No. DE-AC36-08GO28308

The operating and administrative requirements, including the Contractor Requirements Documents of DOE directives listed below are applicable in whole or in part in accordance with clauses H-18 Application of DOE Contractor Requirements Documents and 970.5204-2, Laws, Regulations, and DOE Directives (DEC 2000). The concurrence analysis documenting applicability for each requirement below is maintained in the DOE Master File as well as any assurances as required by Clause H-18, are made a part of this Contract by reference and are managed through a formal change control process.

Operating and Administrative Requirements	Applicability
DOE O 110.3A CRD Conference Management Approved: 01/25/07	CRD applicable in whole
DOE O 130.1 CRD Budget Formulation Approved: 09/29/95	CRD applicable in whole
DOE O 142.3 CRD Unclassified Foreign Visits and Assignments Program Approved: 06/18/04	CRD applicable in whole
DOE O 151.1C CRD Comprehensive Emergency Management System Approved: 11/02/05	CRD applicable in whole
DOE O 200.1 CRD Information Management Program Approved: 09/30/96	CRD applicable in whole
DOE N 203.1 CRD Software Quality Assurance Approved: 10/02/00	CRD applicable in whole
DOE O 205.1A CRD Department of Energy Cyber Security Management Approved: 12/04/06	CRD applicable in whole
DOE N 205.2 CRD Foreign National Access to DOE Cyber Systems Approved: 11/01/99 DOE N 205.7, dated 02/12/04, extends this directive until 08/12/04 DOE N 205.16, dated 09/15/05, extends this directive until 09/30/06	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE N 205.3 CRD Password Generation, Protection and Use Approved: 11/23/99 DOE N 205.7, dated 02/12/04, extends this directive until 08/12/04 DOE N 205.16, dated 09/15/05, extends this directive until 09/30/06	CRD applicable in part
DOE N 205.8 CRD Cyber Security Requirements for Wireless Devices and Information Systems Approved: 02/11/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 205.9 CRD Certification and Accreditation Process for Information Systems Including National Security Systems Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 205.10 CRD Cyber Security Requirements for Risk Management Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 205.11 CRD Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology Systems Approved: 02/19/04 DOE N 205.15, dated 03/18/05, extends this directive until 03/18/06	CRD applicable in part
DOE N 206.3 CRD Personal Identity Verification Approved: 11/22/05 (DOE N 251.67 extends DOE N 206.3 until 03/22/07)	CRD applicable in part
DOE N 206.5 CRD Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information Approved: 10/09/07	CRD applicable in whole
DOE O 210.2 CRD Corporate Operating Experience Program Approved: 06/12/06	CRD applicable in whole
DOE O 221.1A CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 04/19/08	CRD applicable in whole
DOE O 221.2 CRD Cooperation with the Office of Inspector General Approved: 03/22/01	CRD applicable in whole
DOE O 225.1A CRD Accident Investigations Approved: 11/26/97	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 226.1A CRD Implementation of Department of Energy Oversight Policy Approved: 07/31/07	CRD applicable in whole
DOE M 231.1-1A CRD Change 2 Environment, Safety and Health Reporting Manual Approved: 03/19/04 Change 2: 06/12/07	CRD applicable in whole
DOE M 231.1-2 CRD Occurrence Reporting and Processing of Operations Information Approved: 08/19/03	CRD applicable in whole
DOE O 241.1A CRD Scientific and Technical Information Management Approved: 04/09/01	CRD applicable in whole
DOE O 243.1 CRD Records Management Program Approved: 02/03/06	CRD applicable in whole
DOE O 243.2 CRD Vital Records Approved: 02/02/06	CRD applicable in whole
DOE O 251.1B CRD Departmental Directives Program Approved: 08/16/06	CRD Applicable in whole
DOE O 350.1 CRD(s) Change 1 Contractor Human Resource Management Programs Approved: 09/30/96 Change 1: 05/08/98	CRD applicable in whole
DOE 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 Approved: 10/29/03	CRD applicable in whole
DOE O 412.1 CRD Work Authorization System Approved: 04/20/99	CRD applicable in whole
DOE O 413.1A CRD Management Control Program Approved: 04/18/02	CRD applicable in whole
DOE O 413.2B CRD Laboratory Directed Research and Development Approved: 04/19/06	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 413.3A CRD Program and Project Management for the Acquisition of Capital Assets Approved: 07/28/06	CRD applicable in whole
DOE O 414.1C CRD Quality Assurance Approved: 06/17/05	CRD applicable in part
DOE O 430.1B CRD Real Property Asset Management Approved: 09/24/03	CRD applicable in whole
DOE O 430.2A CRD Departmental Energy and Utilities Management Approved: 04/15/02	CRD applicable in whole
DOE O 442.1A CRD Employee Concerns Program Approved: 06/06/01	CRD applicable in whole
DOE O 450.1 CRD (Change 3) Administrative Change 1 Environmental Protection Program Approved: 01/15/03 Change 3: 01/03/07	CRD applicable in whole
DOE M 450.4-1 CRD Integrated Safety Management System Manual Approved: 11/01/06	CRD applicable in whole
DOE O 470.2B CRD Independent Oversight and Performance Assurance Program Approved: 10/31/02	CRD applicable in whole
DOE M 470.4-1 CRD Change 1 Safeguards and Security Program Planning and Management Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-2 CRD Change 1 Physical Protection Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-3 CRD Change 1 Protective Force Approved: 08/26/05 Change 1: 03/07/06	CRD applicable in part
DOE M 470.4-4 CRD Information Security Approved: 08/26/05	CRD applicable in part

Operating and Administrative Requirements	Applicability
DOE M 470.4-5 CRD Personnel Security Approved: 08/26/05	CRD applicable in part
DOE O 471.3 CRD Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE M 471.3-1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03	CRD applicable in whole
DOE O 475.1 CRD Counterintelligence Program Approved: 12/10/04	CRD applicable in whole
DOE O 482.1 CRD DOE Facilities Technology Partnering Programs Approved: 01/12/01	CRD applicable in whole
DOE O 483.1 CRD DOE Cooperative Research and Development Agreements Approved: 01/12/01	CRD applicable in whole
DOE O 484.1 CRD Reimbursable Work for the Department of Homeland Security Approved: 08/17/06	CRD applicable in whole
DOE O 522.1 CRD Pricing of Departmental Materials and Services Approved: 11/03/04	CRD applicable in whole
DOE O 534.1B CRD Accounting Approved: 01/06/03	CRD applicable in whole
DOE O 551.1B CRD Official Foreign Travel Approved: 08/19/03	CRD applicable in whole
DOE O 580.1 CRD Department of Energy Personal Property Management Program Approved: 12/07/05	CRD applicable in whole

**Summary of Modifications to Attachment F
Operating and Administrative Requirements
Mod 002**

Added	DOE N 206.5 CRD Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information Approved: 10/09/07	CRD applicable in whole
Added	DOE O 210.2 CRD DOE Corporate Operating Experience Program Approved: 06/12/06	CRD applicable in whole
Deleted	DOE O 221.1 CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 03/22/01	CRD applicable in whole
Added	DOE O 221.1A CRD Reporting Fraud, Waste, and Abuse to the Office of Inspector General Approved: 04/19/08	CRD applicable in whole
Deleted	DOE O 226.1 CRD Implementation of Department of Energy Oversight Policy Approved: 09/15/05	CRD applicable in whole
Added	DOE O 226.1A CRD Implementation of Department of Energy Oversight Policy Approved: 07/31/07	CRD applicable in whole
Deleted	DOE M 231.1-1A CRD Change 1 Environment, Safety and Health Reporting Manual Approved: 03/19/04 Change 1: 09/09/04	CRD applicable in whole
Added	DOE M 231.1-1A CRD Change 2 Environment, Safety and Health Reporting Manual Approved: 03/19/04 Change 2: 06/12/07	CRD applicable in whole
Deleted	DOE O 443.1 CRD Protection of Human Subjects Approved: 05/15/00	CRD applicable in whole

VII. Section J, Attachment N REQUIREMENTS TO LAWS, REGULATIONS, AND DOE DIRECTIVES SUPPLEMENTAL is marked as Reserved.