

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0623		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415		CODE 892432		5. PROJECT NO. (If applicable) 00701	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BATTELLE ENERGY ALLIANCE, LLC Attn: Garth Wilson PO BOX 1625 IDAHO FALLS ID 83415		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517	
				10B. DATED (SEE ITEM 13) 11/09/2004	

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 Schedule

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

CHECK ONE X	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. FAR 43.103(a) (3) Bilateral Modifications
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _____ copies to the issuing office.

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

DUNS Number: Not Available

UEI: HG7XL5RBNX55

The purpose of this modification is to make multiple administrative changes as described in the modification's continuation pages (information pages) attached to this SF30.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Garth H. Wilson, BEA Prime Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gregory J. Tomlinson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 01/26/2026

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
BATTELLE ENERGY ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: IPAC Invoice Address U.S. Department of Energy Energy Finance and Accounting Service Center IPAC DOE HQ, ALC 89000001 19901 Germantown Road Germantown MD 20874-1290 Period of Performance: 11/09/2004 to 09/30/2029				

INFORMATION PAGES MODIFICATIONS

The purpose of this modification is to incorporate the following modifications:

1. Section C *Description/Specifications/Statement of Work*

- Subsection C.6.5 *Relationships with Existing Site Tenants and the Idaho Cleanup Project (ICP) Contractor*, is revised to incorporate Part (d), which requires the Contractor to support DOE-approved nuclear projects and establish interface agreements with each developer pursuing a project on the INL site, as follows:

C.6.5 Relationships with Existing and Future Site Tenants, the Idaho Cleanup Project (ICP) Contractor, and Government Authorized Developers:

The Contractor shall:

- (a) Assume or support, as applicable, all existing Memorandums of Understanding (MOUs) and other site contracts for service and support to INL tenants described in Section J, Attachment J-F, "Tenant Agreements." The Contractor may suggest changes to those agreements if necessary.
- (b) Conduct an in-depth review and issue a report of potential subcontracting opportunities of site services by June 30, 2018. Identify areas where cost savings or other efficiencies in site services may be achieved by outsourcing. Define the set of INL-provided services that are needed to support mission work and stewardship of the site in a safe and high-quality manner. Where a transition to subcontracted services is pursued, propose a timeline and transition plan that causes minimal impact to the Laboratory, its personnel, site tenants, and NE. A review of site services shall be routinely completed, but no less frequent than every three (3) years.
- (c) Maintain an Interface Agreement with the ICP Contractor that describes how the Contractor and the ICP Contractor will interface on cross-cutting issues such as security, facility and program transfers, regulatory compliance, assignment of subcontractors, and other commercial obligations, consistently presenting information to the public and other arrangements of mutual benefit.
- (d) Support new nuclear projects, as appropriate, both on and off the INL site, whether as a result of Executive Order 14301, Reforming Nuclear Reactor Testing at the Department of Energy, or otherwise, in which a developer will be responsible for a project through an agreement with DOE's Office of Nuclear Energy or Idaho Operations Office, such as a lease or Other

Transaction Authority agreement. Additionally, as appropriate, Contractor shall maintain an Interface Agreement or similar arrangement with each developer pursuing a project on the INL Site to address how the Contractor and the developer will interface on cross-cutting issues such as those in paragraph (c). All work and activities performed by the Contractor in connection with these projects, including any work or activities memorialized in separate appropriate agreements or related documents, shall be governed by and subject to the terms and protections of this Contract between Contractor and DOE. Further, notwithstanding any other statements in this contract between Contractor and DOE, the Contractor is not responsible for 1) the activities of the developer on land or in facilities leased or otherwise designated for the developer's use by DOE, including any adverse impact of developer activities on future INL programs or facilities, 2) the developer's acquisition, use, operation, maintenance or disposition of equipment, facilities, land or other property, or 3) the acts or omissions of the developer, its funders, its affiliates, its sub-tier contractors/suppliers and their respective officers, directors, employees, agents or representatives. Finally, to the extent that Contractor's activities related to developer projects involve a risk of public liability as defined in the Atomic Energy Act of 1954, as amended, the provisions of Section I.60 of this contract will apply to the Contractor.

2. Section H *Special Contract Requirements*

- Subsection H.45 *Definitions of Unusually Hazardous or Nuclear Risk for FAR Clause 52.250-1 Indemnification under Pub. Law. No. 85-804*, Subsection (c)(3) is modified to correct a grammatical error and now reads as follows:

BEA's Teaming Subcontractors: BWX Technologies, Inc. and Amentum Environment & Energy, Inc.

3. Section I Contract Clauses

- Subsection I.1 *FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)*, *FAR Clauses* table is modified to update multiple FAR Clauses to a more recent revision, as follows:

<i>FAR Clauses</i>	
35.014	<i>Government Property and Title*</i> *This clause only applies to subcontracts awarded to university participants under the Nuclear Energy University Programs (NEUP) administered through the Center for Advanced Energy Studies (CAES). Title to all purchased property vests in the university upon acquisition without further obligation to the Government. This clause does not apply to Government Furnished Property. This clause does not apply to Special Nuclear Material.
52.203-3	<i>Gratuities (Apr 1984)</i>
52.203-5	<i>Covenant Against Contingent Fees (Apr 1984)</i>
52.203-6	<i>Restrictions on Subcontractor Sales to the Government (Jun 2020)</i>
52.203-7	<i>Anti-Kickback Procedures (May 2014)</i>
52.203-8	<i>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (May 2014)</i>
52.203-10	<i>Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)</i>
52.203-12	<i>Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)</i>
52.203-17	<i>Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Nov 2023)</i>
52.204-4	<i>Printing/Copying Double-Sided on Recycled Paper (Aug 2000)</i>
52.204-19	<i>Incorporation by Reference of Representations and Certifications (Dec 2014)</i>
52.204-27	<i>Prohibition on a ByteDance Covered Application (Jun 2023)</i>
52.209-6	<i>Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended or Proposed for Debarment (Oct 2015)</i>
52.211-5	<i>Material Requirements (Aug 2000)</i>
52.211-15	<i>Defense Priority Allocation Requirements (Sep 1990)</i>
52.215-2	<i>Audit and Records – Negotiation (Jun 1999) Alternate II (Apr 1998)</i>
52.215-8	<i>Order of Precedence – Uniform Contract Format (Oct 1997)</i>
52.215-12	<i>Subcontractor Cost or Pricing Data (Oct 1997)</i>
52.215-13	<i>Subcontractor Cost or Pricing Data Modifications (Jan 2002)</i>
52.215-15	<i>Pension Adjustments and Asset Reversions (Jan 2002)</i>
52.215-18	<i>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Oct 1997)</i>
52.219-4	<i>Notice of Price Evaluation Preference for HubZone Small Business Concerns (Jan 1999)</i>
52.219-8	<i>Utilization of Small Business Concerns (Oct 2000)</i>
52.219-9	<i>Small Business Subcontracting Plan (Jun 2020) Alternate II (Nov 2016)</i>

52.219-16	<i>Liquidated Damages Subcontracting Plan (Jan 1999)</i>
52.222-1	<i>Notice to the Government of Labor Disputes (Feb 1997)</i>
52.222-3	<i>Convict Labor (Aug 1996)</i>
52.222-4	<i>Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)</i>
52.222-6	<i>Davis-Bacon Act (Feb 1995)</i>
52.222-21	<i>Prohibition on Segregated Facilities (Feb 1999)</i>
52.222-26	<i>Equal Opportunity (Feb 1999)</i>
52.222-35	<i>Equal Opportunity for Veterans (Jun 2020)</i>
52.222-36	<i>Equal Opportunity for Workers with Disabilities (Jun 2020)</i>
52.222-37	<i>Employment Reports on Veterans (Jun 2020)</i>
52.222-54	<i>Employee Eligibility Verification (May 2022)</i>
52.223-5	<i>Pollution Prevention and Right-to-Know Information (Aug 2003)*</i> <i>*Change “Section 503 of Executive Order 13 148” to “Implementing Instruction VIII of Executive Order 13423” in paragraph (a); change “Section 502 and 503 of Executive Order 13 148” to “Implementing Instruction VIII of Executive Order 13423” in paragraph (c)(6); and change “Section 40 1 of Executive Order 13 146” to “Section 3(b) of Executive Order 13423” in the additional sentence required by Alternates I and II.</i>
52.223-6	<i>Drug-Free Workplace (May 2024)</i>
52.223-10	<i>Waste Reduction Program (Aug 2000)*</i> <i>*Change “Section 501 of Executive Order 13 101” to “Section 3(a) of Executive Order 13423” in paragraph (b).</i>
52.223-12	<i>Refrigeration Equipment and Air Conditioners (May 1995)</i>
52.223-14	<i>Toxic Chemical Release Reporting (Aug 2003)</i>
52.224-1	<i>Privacy Act Notification (Apr 1984)</i>
52.224-2	<i>Privacy Act (Apr 1984)</i>
52.225-1	<i>Buy American – Supplies (Oct 2022)¹</i>
52.225-13	<i>Restriction on Certain Foreign Purchases (Feb 2021)</i>
52.226-1	<i>Utilization of Indian-Owned Economic Enterprises (Jun 2000)</i>
52.230-2	<i>Cost Accounting Standards (Jun 2020)</i>
52.230-5	<i>Cost Accounting Standards – Educational Institutions (Apr 1998)</i>
52.230-6	<i>Administration of Cost Accounting Standards (Jun 2010)</i>
52.232-17	<i>Interest (May 2014)</i>
52.232-18	<i>Availability of Funds (Apr 1984)</i>
52.232-39	<i>Unenforceability of Unauthorized Obligations (Jun 2013)</i>
52.233-1	<i>Disputes (Jul 2002) Alternate I (Jul 2002)</i>
52.233-3	<i>Protest After Award (Aug 1996) Alternate I (Jun 1985)</i>
52.237-2	<i>Protection of Government Buildings, Equipment and Vegetation (Apr 1984)</i>
52.237-3	<i>Continuity of Services (Jan 1991)</i>
52.239-1	<i>Privacy or Security Safeguards (Aug 1996)</i>

52.242-1	<i>Notice of Intent to Disallow Costs (Apr 1984)</i>
52.242-13	<i>Bankruptcy (Jul 1995)</i>
52.242-15	<i>Stop Work Order (Aug 1989) Alternate I (Apr 1984)</i>
52.244-5	<i>Competition in Subcontracting (Dec 1996)</i>
52.244-6	<i>Subcontracts for Commercial Items and Commercial Components (Apr 2003)</i>
52.247-1	<i>Commercial Bill of Lading Notations (Apr 1984)</i>
52.247-63	<i>Preference for U.S. –Flag Air Carriers (Jan 2025)</i>
52.247-64	<i>Preference for Privately Owned U.S. –Flag Commercial Vessels (Nov 2021)</i>
52.249-6	<i>Termination (Cost Reimbursement) (Sep 1996) (Modified by DEAR 970.4905-1 (Dec 2000))</i>
52.249-14	<i>Excusable Delays (Apr 1984)</i>
52.251-1	<i>Government Supply Sources (Apr 2012)¹</i>
52.251-2	<i>Interagency Fleet Management System Vehicles and Related Services (Jan 1991)</i>
52.253-1	<i>Computer Generated Forms (Jan 1991)</i>

4. Section J, Attachment G *List of Applicable DOE Directives (List B)*, is modified as follows:

- **DOE O 458.1, Chg. 4** is replaced with **NE O 458.1A, *Radiation Protection of the Public and the Environment***, as follows:

NE O 458.1A	Radiation Protection of the Public and the Environment
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5. Section J, Attachment I, *Contract Data Requirements List*, is modified as follows:

- C.15c, *Pension Management Plan Annual Update in iBenefits*, is modified as follows:

Item No.	Contract Reference	Title of Data Item	Data Item Description	DOE Action Note 1	Due Date And Frequency Note 2	Distribution and Notification Note 3
C.15c	H.49(g)(6)	Pension Management Plan Annual Update in iBenefits	(a) Submit an annual revision to the Pension Management Plan (PMP) that includes a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of the contract.	R	Annually: January 31 or per DOE-HQ Guidance	FS&RMD

- E.24, *Agency Purchase & Lease of Motor Vehicles*, is deleted in its entirety.

- F.54, *MFC RCRA Permit Condition I.U, Other Non-Compliance Reports*, is modified as follows:

Item No.	Contract Reference	Title of Data Item	Data Item Description	DOE Action Note 1	Due Date And Frequency Note 2	Distribution and Notification Note 3
F.54	H.32, IDAPA 58.01.05 40 CFR 264 & 270	MFC RCRA Permit Condition I.U, Other Non-Compliance Reports	As needed, "Other Non-Compliance Report". DOE certification and BEA submits to DEQ. Report includes superior and equivalent changes. Non-compliances are to be reported semi-annually. If non-compliance occurs during January 1 – June 30, a report shall be issued by September 1 of that same year and if non-compliance occurs during July 1 – December 31, a report shall be issued by March 1 of the following year. Note: The DOE approval process for this CDRL includes a BEA briefing before March 1 or September 1.	A C	As needed, when non-compliances are identified during the reporting period.	ESD Director DEQ

- F. 68, *Wildlife Management*, is modified as follows:

Item No.	Contract Reference	Title of Data Item	Data Item Description	DOE Action Note 1	Due Date And Frequency Note 2	Distribution and Notification Note 3
F.68	H.33 50 CFR 21-23 IDAPA 13.01.09 IDAPA 13.01.10	Wildlife Management	(a) Reserved (b) CCA Annual Monitoring Report (c) Reserved (d) Reserved (e) Bat Protection Plan (f) Reserved (g) Wildlife permit Reports – BEA shall be responsible for the compilation of applicable information for inclusion in annual reports for IDFG Scientific Collection permit and U.S. Fish and Wildlife Service (USFWS) Migratory Bird Treaty Act permit and the IDFG and USFWS permits renewal applications Note: The DOE approval process for these CDRL deliverables includes a BEA briefing to DOE before the due dates listed for (b), (e), and (g).	A A A	(a) Reserved (b) Final Report to DOE January 15 annually (c) Reserved (d) Reserved (e) Annual progress report and Bat Protection Plan update to DOE March 1 (f) Reserved (g) IDFG collections permit report and renewal to DOE by January 10 annually USFWS special purpose report by January 10 annually	ESD Director

- H.3e, *Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities*, is deleted in its entirety.