

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0411	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	7. ADMINISTERED BY (if other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BATELLE ENERGY ALLIANCE, LLC Attn: Adam Andersen P.O. BOX 1625 IDAHO FALLS ID 83415		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 152020629 FACILITY CODE		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 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 Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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.
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103 (a) (3)

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

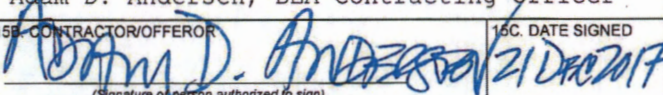
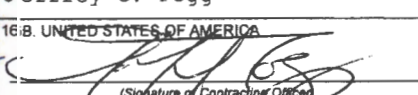
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 152020629
The Purpose of this Modification is to incorporate changes to Section H, Special Contract Requirements, Section J, Attachment G, List of Applicable Directives, and Section J, Attachment I, Contract Data Requirements List. See Information Page(s) for specific details.

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) Adam D. Andersen, BEA Contracting Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey C. Fogg
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 21 Dec 2017	16C. DATE SIGNED 12-21-17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14517/0411

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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: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4368 Oak Ridge TN 37831 Period of Performance: 11/09/2004 to 09/30/2019				

INFORMATION PAGES MODIFICATIONS

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

1. Update Part III, Section J, Attachment G, *List of Applicable DOE Directives (List B)*:

a. The following Directives were added:

DOE O 241.1B, Chg. 1 – Scientific and Technical Information Management

DOE O 411.2 – Scientific Integrity

DOE O 413.2C – Laboratory Directed Research and Development

DOE O 413.3B, Chg. 4 – Program and Project Management for the Acquisition of Capital Assets

DOE O 442.2, Chg. 1 – Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns

DOE O 443.1B, Chg. 1 – Protection of Human Research Subjects

DOE O 456.1A – The Safe Handling of Unbound Engineered Nanoparticles

DOE O 470.3C – Design Basis Threat (DBT) Order

DOE O 470.4B, Chg. 2 – Safeguards and Security Program

DOE O 470.5 – Insider Threat Program

DOE O 483.1B – DOE Cooperative Research and Development Agreements

b. The following Directives were removed:

DOE O 241.1B – Scientific and Technical Information Management
(cancelled by DOE O 241.1B, Chg. 1)

DOE O 413.2B, Chg. 1 – Laboratory Directed Research and Development
(cancelled by DOE O 413.2C)

DOE O 413.3B, Chg. 2 & 3 – Program and Project Management for the Acquisition of Capital Assets (cancelled by DOE O 413.3B, Chg. 4)

DOE O 442.2 – Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
(cancelled by DOE O 442.2, Chg. 1)

DOE O 443.1B – Protection of Human Research Subjects
(cancelled by DOE O 443.1B, Chg. 1)

DOE O 456.1, Admin Chg. 1 – The Safe Handling of Unbound Engineered Nanoparticles (cancelled by DOE O 456.1A)

DOE O 483.1A – DOE Cooperative Research and Development Agreements
(cancelled by DOE O 483.1B)

DOE O 470.3B – Graded Security Protection (GSP) Policy
(cancelled by DOE O 470.3C)

DOE O 470.4B – Safeguards and Security Program
(cancelled by DOE O 470.4B, Chg. 1)

2. Update Part I, Section H, *Special Contract Requirements*, to update and incorporate the following:
 - a. The following changes are made to H.49, *Employee Compensation: Pay and Benefits*:
 - Section (e)(3)(B) incorporated the following changes:

(B) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor’s employee benefits cost for employees ~~on a per capita basis per full-time equivalent employee and~~ as a percent of payroll and compares it with the cost ~~as a percent of payroll, including geographical adjustments~~, reported by the U.S. Department of Labor’s Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
 - Sections (e)(5) and (e)(6) incorporated the following changes:

(5) When the ~~average total benefit per capita cost or total~~ benefit costs 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 result in or contribute to the~~ percent of payroll ~~exceeding the costs of the comparator group and submit~~ a corrective action plan to achieve conformance ~~if directed with a~~ by the Contracting Officer. ~~directed per capita cost range or total benefit cost as a percent of payroll, unless waived in writing by the Contracting Officer.~~

- (6) Within two years ~~of Contracting Officer approval~~, or longer period as agreed to ~~between the Contractor and the Contracting Officer~~, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and ~~per capita cost range or the cost as a percent of payroll as approved by the Contracting Officer~~ in accordance with its corrective plan.
- Section (i)(j)(2)(A) incorporated the following change:
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:
- (A) demonstrate the effect of the plan changes on the contract net benefit value or ~~per capita~~ percent of payroll benefit costs,
(B) provide the dollar estimate of savings or costs, and
(C) provide the basis of determining the estimated savings or cost.

(end of clause)

b. The incorporation of H.55, Real Property Asset Management:

H.55 Real Property Asset Management

- (a) **Background.** The requirements associated with DOE Order 430.1C, Real Property Asset Management, have a federal regulatory basis founded upon the following provisions of Title 41, Code of Federal Regulations. Several key parts include:
- Part 102-84, *Annual Real Property Inventories*;
 - Part 102-75.60, *What are Landholding Agencies' Responsibilities Concerning Real Property Surveys?*;
 - Part 102-79, *Assignment and Utilization of Space*; and
 - Part 102-75, *Real Property Disposal*.

Other similar regulations include:

- 49 CFR Part 24, *Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs*.
- FAR Part 45, *Government Property*, including Part 45-105, *Contractors' Property Management System Compliance*.
- DEAR Part 917, *Special Contracting Methods*, and Subpart 917.74, *Acquisition, Use, and Disposal of Real Estate*.

- OMB Circular A-11, *Preparation, Submission and Execution of the Budget*, section 31.9, *Construction, leases of capital assets, and acquisition of real property*.
- (b) **Requirements.** DOE Order 430.1C brings all these together applying them specifically to DOE operations. The contractor shall meet the functional intent of the order through tailoring of their business processes and management practices, and use of standard industry practices and standards as applicable. The contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (1) The Contractor shall generally comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner.
- (2) The intent of the following expectations is to be outcome oriented with a focus on the expected performance and results, not strictly on a compliance basis. Where specific guidance is given in the order or other requirements documentation, the contractor should follow the guidance with the understanding they have the latitude to accomplish the required outcomes via their own processes. The Contractor's business processes and management practices shall be tailored to include, as a minimum, the following functional requirements:
- (i) All real estate actions to acquire, utilize, and dispose of real property assets shall be provided to DOE for review and approval. Where applicable, complete and current real estate records shall be maintained.
 - (ii) Physical condition and functional utilization assessments shall be performed on each real property assets at least once every five-year period or at another risk-based interval as approved by DOE-ID, and based on industry leading practices, voluntary consensus standards, and customary commercial practices.
 - (iii) A maintenance management program shall be established that includes: a computerized maintenance management system (CMMS); a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair (DM) or repair needs; management of the DM backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.

- (iv) The Facilities Information Management System (FIMS) data and records for all INL lands, buildings, trailers, and other structures and facilities shall be accurately maintained. FIMS data must be current and verified annually.

(end of clause)

- 3. Update Part III, Section J, Attachment I, *Contract Data Requirements List*, to update the following:

- a. **F.58 – MFC RCRA Permit Condition V.M.2 6 Year RSWF Liner Corrosion Report (2)**

The following changes are incorporated into CDRL F.58: Title of Data Item updated to 6 years from 4 years. Data Item Description updated to 6 years from 4 years and due 2019. Due Date and Frequency Note 2 updated to 2019 from 2009.

- b. **G.03 – Site Security Plan (SSP)**

The following changes are incorporated into CDRL G.03: The Due Date has been changed from Annually; September 30 to Annually; December 21.

- c. **I.20 – Interagency Agreement No. DE-A107-89ID12865: MOU between Department of Army and Department of Energy**

The subject CDRL was deleted in its entirety.

(end of modification)