

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0326	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) BATTELLE ENERGY ALLIANCE, LLC Attn: Dana Storms P.O. BOX 1625 IDAHO FALLS ID 834150001		(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)

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 14
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 68-0588324

DUNS Number: 152020629

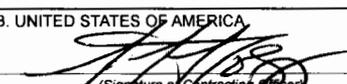
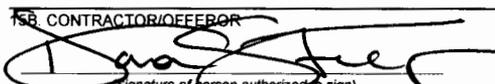
Modification Authority:

Clause I.14, DEAR 970.5204-2, "Laws, Regulations, and DOE Directives," List B change/additions.

Mutual Agreement of both Parties, FAR 43.103(a)(3), Contract Clause H.33(d), DEAR 970.5223-7 "Sustainable Acquisition Program," and Contract Data Requirements List.

PURPOSE OF THIS MODIFICATION IS TO: The purpose of this modification is to incorporate changes in Part I, Section H "Special Contract Requirements," update the Table of Contents and add Contract Clause H.33(d) to "Preservation of Antiquities, Wildlife, and Land Areas";
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) Dana M. Storms, Manager	15C. DATE SIGNED 11/20/2015	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey C. Fogg	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1-29-15
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16D. DATE SIGNED		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14517/0326

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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)
	<p>Update Part III, Section J-I "Contract Data Requirements List"; Incorporated changes to Part II, Section I "Contract Clauses," Remove DEAR 970.5223-2 "Affirmative Procurement Program" and add DEAR 970.5223-7 "Sustainable Acquisition Program"; Make deletions and additions to Part III, Section J-G "List of Applicable DOE Directives (List B)."</p> <p>All other terms and conditions remain unchanged.</p> <p>Payment:</p> <ul style="list-style-type: none"> OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4368 Oak Ridge TN 37831 <p>Period of Performance: 11/09/2004 to 09/30/2019</p>				

The purpose of this modification is to incorporate changes in Part I, Section H "Special Contract Requirements," update the Table of Contents and add Contract Clause H.33(d) to "Preservation of Antiquities, Wildlife, and Land Areas"; Update Part III, Section J-I "Contract Data Requirements List"; Incorporated changes to Part II, Section I "Contract Clauses," Remove DEAR 970.5223-2 "Affirmative Procurement Program" and add DEAR 970.5223-7 "Sustainable Acquisition Program"; Make deletions and additions to Part III, Section J-G "List of Applicable DOE Directives (List B)."

- H.33(d) has been added to Part I, Section H "Special Contract Requirements"

H.33 Preservation of Antiquities, Wildlife and Land Areas

- (a) Federal law provides for the protection of antiquities located on land owned or controlled by the U.S. Government. Antiquities include Indian graves or campsites, relics, and artifacts. The Contractor shall control the movements of its personnel and subcontractor personnel to ensure that any existing antiquities discovered thereon are not be disturbed or destroyed by such personnel. The Contractor shall report the existence of any antiquities so discovered to the Contracting Officer or appropriate Contracting Officer Representative.
- (b) The Contractor shall exercise reasonable care in the preservation of native vegetation. If vegetation must be removed for programmatic, survey or construction purposes, the disturbed soils shall be re-vegetated or stabilized, as appropriate. In addition, the Contractor shall maintain an effective invasive plant species management program.
- (c) The Contractor shall exercise reasonable care in the protection of wildlife on the INL site.
- (d) **The Contractor shall comply with the requirements of the "Candidate Conservation Agreement for Greater Sage-Grouse (*Centrocercus urophasianus*) on the Idaho National Laboratory Site" developed cooperatively by the U.S. Department of Energy, Idaho Operations Office and the U.S. Fish and Wildlife Service, September 2014.**

- Part II, Section I “Contract Clauses” Removed I.23 – DEAR 970.5223-2 – Affirmative Procurement Program. Added I.24 – DEAR 970.5223-7 – Sustainable Acquisition Program. Updated Table of Contents to reflect additions/deletions.

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Contract Clauses

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- I.1 Updated by Modification 167
- I.23 Removed by Modification 326
- I.24 Incorporated by Modification 326

I.24 DEAR 970.5223-7 – Sustainable Acquisition Program. (OCT 2010)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date.

DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures at 48 CFR 970.5243-1 Changes. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

- (1) Recycled Content Products are described at <http://epa.gov/cpg>
- (2) Biobased Products are described at <http://www.biopreferred.gov/>
- (3) Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products
- (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site
- (6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>
- (7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>
- (8) Water efficient plumbing products are at <http://epa.gov/watersense>

(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product—

- (1) Is not available;
- (2) Is not life cycle cost effective (or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable), EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level;

(3) Does not meet performance needs; or,

(4) Cannot be delivered in time to meet a critical need.

(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive-orders/disposition.html>). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, *Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance*. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at:

<http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf>.

(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor. This requirement should not be flowed down to subcontractors.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position.

(g) The Contractor shall prepare and submit performance reports using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default [see FAR 52.249-6, Termination (Cost Reimbursement)].

(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the

reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

(i) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."

(end of clause)

- Additions and deletions to Part III, Section J-G “List of Applicable DOE Directives (List B) are listed below.

Directives Added

DOE O 150.1A – Continuity Programs - Note: The applicability of DOE O 150.1A is contingent upon available funding if the scope of the Directive deviates from the BEA COOP Plan. At that time a new Contract Applicability Review would be performed to identify any cost impacts, and submitted to DOE for review.

DOE M 205.1-3, Admin Chg 1 – Telecommunications Security Manual

DOE O 243.1B, Admin Chg 1 – Records Management Program

DOE O 350.1, Chg 5 – Contractor Human Resource Management Programs

DOE P 364.1 – Health and Safety Training Reciprocity

DOE O 412.1A, Admin Chg 1 – Work Authorization System

DOE O 457.1A – Nuclear Counterterrorism - Note: If future work is identified, BEA will conduct a Contract Applicability Review, identify any cost impacts, and submit to DOE for review at that time.

DOE O 458.1, Admin Chg 3 – Radiation Protection of the Public and the Environment

Directives Removed

DOE O 150.1 – Continuity Programs (cancelled by DOE O 150.1A)

DOE M 200.1-1 Chapter 9 – Public Key Cryptography and Key Management (cancelled by DOE M 205.1-3, Admin Chg 1)

DOE M 205.1-3 – Telecommunications Security Manual (cancelled by DOE M 205.1-3, Admin Chg 1)

DOE O 243.1B – Records Management Program (cancelled by DOE O 243.1B, Admin Chg 1)

DOE O 350.1, Chg 4 – Contractor Human Resource Management Programs (cancelled by DOE O 350.1, Chg 5)

DOE O 412.1A – Work Authorization System (cancelled by DOE O 412.1A, Admin Chg1)

DOE O 458.1, Admin Chg 2 – Radiation Protection of the Public and the Environment (cancelled by DOE O 458.1, Admin Chg 3)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

- A.29 has been moved to H.31, so A.29 has been struck in its entirety and H.31 has been added with A.29 language. A.32 has been combined with A.30 so A.32 has been struck in its entirety with no additional language added to A.32.

Contract Data Requirements List (CDRL)

Item No.	Contract Reference	Title of Data Item	Data Item Description	Customer Or Program	DOE Action Note 1	Due Date And Frequency Note 3	Distribution and Notification Note 2
A. Procurement							
A.5	H.5	Directives and Alternatives	See Section H, Clause H.5 for required content and need.		A	As Needed.	CO
A.13	H.35	Small Business Subcontract Plan	The Small Business Subcontracting Plan submitted by the Contractor identifying consideration for small business, local and Idaho businesses.		A	Annually: October 31	CO SB
A.14	FAR 52.219-9	Subcontracting Report for Individual Contracts	Subcontracting Report for Individual Contracts. This report shall be submitted via electronic Subcontracting Reporting System (eSRS) to the CO and SBPM semiannually and at contract completion.		A	April 30 & October 30 each FY. At contract completion	CO SB
A.15	FAR 52.219-9	Summary Subcontract Report	Summary Subcontract Report. This report shall be submitted via electronic Subcontracting Reporting System (eSRS) to the CO and SBPM annually for contracts within civilian agencies.		R ASR	Annually: October 30	CO SB
A.16	DEAR 970.5232-3, H.22, I.10, I.43	Internal Audit	Annual internal audit and examination of records, operations, expenses, and transactions with respect to costs claimed to be allowable. Internal Audit shall provide to the contracting officer the following three report/documents: (1) Internal Audit Implementation Design, (2) Annual Audit Report, and (3) Annual Audit Plan, in accordance with revised clause I.43 subparagraph on Internal Audit.		A	(1) each 5 th year of contract performance (2) January 31 (3) June 30	CO FSD
A.17	I.42	Statement of Costs Incurred and Claimed	Certified Cost Statement for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement.		A	Consistent with Accounting Handbook	CO FSD

						Requirements	
A.30	I.54	Self-Assessment Report and Plan	As required by DEAR clause 970.5244-1 and Balanced Scorecard requirements.		A	Annually: October 31	CO
A.33	I.1	FOCI	Written notice to the CO of any changes in the extent and nature of FOCI which would affect the answers to the questions presented in DEAR 952.204-73. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the CO.		R A	As required	CO Security

H.31	I.23	Affirmative Procurement Report	Submit reports in accordance with contract clause.		N	Annually December 30	CO
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End of Modification 326