

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0321	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)**

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.
X	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:
	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.)**

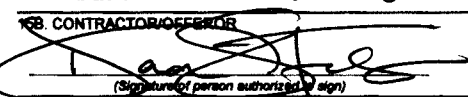

PURPOSE OF THIS MODIFICATION IS TO: Incorporate clause changes to Section G of the subject contact.

Part I Section G, Contract Administration Data, the following Clauses are updated to read as follows:

G.1 - Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)

(b) The primary CO for this Contract is Jeffrey C. Fogg. When necessary, other DOE CO's may act within the authority delegated to them to facilitate administration of this 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	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey C. Fogg
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/05/2014
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-6-14

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC07-05ID14517/0321

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NAME OF OFFEROR OR CONTRACTOR  
BATTELE ENERGY ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract.</p> <p>G.6 - Contract Administration</p> <p>The contact shall be administered by:</p> <p>U.S. Department of Energy Idaho Operations Office Contract Management Division ATTN: Jeffrey C. Fogg 1955 Fremont Ave. Idaho Falls, Idaho 83401-1240 Telephone: (208) 526-4958 Fax: (208) 526-8789 Email: foggjc@id.doe.gov</p> <p>Written communication shall make reference to the contract number and shall be mailed to the above address.</p> <p>All other terms and conditions remain unchanged. 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</p>				

Contract No. DE-AC07-05ID14517

**Section G**

Conformed thru Mod 321

**PART I SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**Part I Section G**

**Contract Administration Data**

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**G.1 (b) Updated by Mod M083, M111, & M321**

**G.6 Updated by Modification M111 & M321**

**G.8 & 9 Added by Modification 156**

## Part I Section G

### Contract Administration Data

#### G.1 Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)

- (a) The Manager, U.S. Department of Energy, Idaho Operations Office, is designated as the HCA for this Contract.
- (b) The primary CO for this Contract is Jeffrey C. Fogg. When necessary, other DOE COs may act within the authority delegated to them to facilitate administration of this Contract.
- (c) The COR(s) for this Contract shall be designated, in writing, by the CO in accordance with paragraph (b) of the clause entitled "Technical Direction" in G.2 below.

#### G.2 DEAR 952.242-70 -- Technical Direction (DEC 2000)

- (a) Performance of this work under this Contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the Contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of the work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the Contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance,
  - (4) Changes any of the expressed terms, conditions or specifications of the Contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- (d) All technical directions shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the Contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

### **G.3 Correspondence Procedure**

(a) Technical Correspondence

Technical correspondence shall be addressed to the COR, or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer. For the purpose of this paragraph, technical correspondence does not include correspondence where intellectual property issues are involved; correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract; and correspondence associated with approval requirements of the Contracting Officer.

(b) Other Correspondence

All other correspondence shall be addressed to the Contracting Officer with information copies of the correspondence as appropriate to the DOE Program Manager, COR, or other authorized Government representatives.

### **G.4 Modification Authority**

Notwithstanding any of the other provisions of this Contract, a Contracting Officer is the only individual on behalf of the Government authorized to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this Contract; or
- (c) Take any action involving a change in the scope, price, terms, or conditions of this Contract.

### **G.5 Designation of Designated Intellectual Property Advisor**

The Designated Intellectual Property Advisor designated to represent the Contracting Officer in administering the Patent and Intellectual Property Clauses in this contract is:

Deputy Chief Counsel, Intellectual Property Law Division  
U. S. Department of Energy  
Chicago Operations Office  
9800 South Cass Avenue  
Argonne, IL 60439  
Telephone: (630) 252-2176  
Fax: (630) 252-2779

Correspondence on patent and intellectual property issues shall be directed to the above with a copy to the Contracting Officer and COR.

**G.6 Contract Administration**

The contract shall be administered by:

U.S. Department of Energy  
Idaho Operations Office  
Contract Management Division  
ATTN: Jeffrey C. Fogg  
1955 Fremont Ave  
Idaho Falls, Idaho 83401-1240  
Telephone: (208) 526-4958  
Fax: (208) 526-8789  
E-mail: foggjc@id.doe.gov

Written communication shall make reference to the contract number and shall be mailed to the above address.

**G.7 Designation of Property Administrator**

As required under FAR 45.104 entitled "Review and Correction of Contractors Property Control Systems" and DOE-Property Management Regulation 109-1.5202, the property administrator for this contract will be designated in writing by the Contracting Officer.

**G.8 Submission of monthly cost reports for Recovery Act Work**

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the work scope baseline.

(a) The Contractor will separately identify costs that pertain to the Recovery Act work. The Contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. The contractor shall submit a monthly report that separates and identifies Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

(b) The Contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the work scope.

**G.9 Indirect Charges**

In accordance with the general principles of the Recovery Act the Contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of project:

(a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;



- (b) Exempt funds from contract cost base for distributing Laboratory Directed Research and Development or similar funds taxing programs;
- (c) Ensure all funds transferred by Battelle Energy Alliance, LLC are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and
- (d) The Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or Battelle Energy Alliance, LLC.
- (e) In all cases listed above and otherwise, the Contractor shall develop and maintain prudent management and good business practices regarding their indirect rate structure as it applies to Recovery Act funding.