

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0269	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).
	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) and Contract Clause C.3

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.)

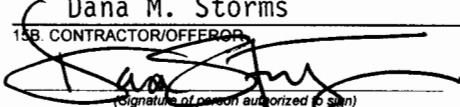
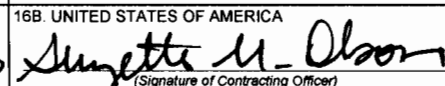
Tax ID Number: 68-0588324

DUNS Number: 152020629

Authority: Bilateral Modification: Mutual Agreement of the Parties FAR 43.103(a) (3) and Contract Clause C.3 entitled "Deliverables"

THE PURPOSE OF THIS MODIFICATION IS TO: incorporate updates and revisions to Part III, Section J entitled "List of Attachments." Section J-A, List of Acronyms, is being deleted in its entirety and being replaced; Section J-B, Special Financial Institutional Account Agreement, is being updated; Section J-I, Contract Data Requirements List (CRDL), is being deleted in its entirety and being replaced with the revised CDRL; Section J-L, Employee Management Program (EMP), is being revised to add the new language on "Furlough" to Part 4 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A 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		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Suzette M. Olson	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 5/29/13	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/29/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14517/0269

PAGE OF
2 2

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>- Pay and Salary Administration Policies, Section H; The following sections will be deleted in their entirety and will read RESERVED (Section J-O, Current Program and Project Descriptions, Section J-Q, Discretionary Incumbent Management Positions, Section J-E, Facility Ownership List, Section J-H, Property Lists, Section J-N, Facility Descriptions).</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 09/30/2014</p>				

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Tax ID Number: 68-0588324

DUNS Number: 152020629

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THE PURPOSE OF THIS MODIFICATION IS TO: incorporate updates and revisions to Part III, Section J entitled "List of Attachments." Section J-A, List of Acronyms, is being deleted in its entirety and being replaced; Section J-B, Special Financial Institutional Account Agreement, is being updated; Section J-I, Contract Data Requirements List (CRDL), is being deleted in its entirety and being replaced with the revised CDRL; Section J-L, Employee Management Program (EMP), is being revised to add the new language on "Furlough" to Part 4 Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Suzette M. Olson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 05/29/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14517/0269

PAGE OF
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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)
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The purpose of this modification is to make the following revisions/deletions and additions to Part III Section J entitled *List of Documents, Exhibits, and Other Attachments*:

1. **Section J-A, *List of Acronyms*, is being deleted in its entirety and being replaced with the attached revised List of Acronyms, pages 1-11**
2. **Section J-B, *Special Financial Institutional Account Agreement*, is being updated with the attached Agreement, pages J-B 1-5**
3. **Section J-I, *Contract Data Requirements List (CDRL)*, is being deleted in its entirety and being replaced with the attached revised CDRL, pages 1-23. The changes/updates/deletions/approvals are documented in the attached emails, correspondence and Contract Data Requirements List (CDRL) change request forms.**
4. **Section J-L, *Employee Management Program (EMP)*, is being revised to add the language below to Part 4 – *Pay and Salary Administration Policies*, Section H. The balance of the EMP remains unchanged and in effect.**

Furlough

In an effort to avoid or minimize layoffs, furloughs may be implemented. A furlough is a temporary, defined period of unpaid time off, at the end of which the employee returns to work on a paid basis. In each event of a furlough, the Laboratory will communicate the dates; increments; impacted organizations and positions; and questions and answers in a BEA Furlough Plan customized to that specific event. Furloughs will be implemented in accordance with collective bargaining agreements, and in accordance with applicable laws, rules and regulations.

5. **Section J, the following contract sections were part of the original request for proposal. The intent and basis for these sections was to inform offers of existing incumbent programs and management, which are no longer accurate or relevant. These sections will be deleted in their entirety and now read RESERVED.**
 - Section J-O, *Current Program and Project Descriptions*
 - Section J-Q, *Discretionary Incumbent Management Positions*
6. **Section J, the following contract sections were part of the original request for proposal. The intent and basis for these sections was to inform the offers of existing facility and property required for management and operation of the Idaho National Laboratory. These sections are no longer accurate or relevant as facility and property management is regulated through other contract clauses. These sections will be deleted in their entirety and now read RESERVED.**

- Section J-E, *Facility Ownership List*
- Section J-H, *Property Lists*
- Section J-N, *Facility Descriptions*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PART III SECTION J, ATTACHMENT A
LIST OF ACRONYMS

Part III Section J, Attachment A

List Of Acronyms

The following list of acronyms may be used in this contract.

ACE	Academic Center of Excellence
ACO	Administrative Contracting Officer
ACT	Agreements for Commercializing Technology
AFCF	Advanced Fuel-Cycle Facility
AFCI	Advanced Fuel-Cycle Initiative
AGC	Advanced Graphite Creep
AL	Analytical Laboratory
ALD	Associate Laboratory Director
ANL	Argonne National Laboratory
ANL-W	Argonne National Laboratory-West
APEX	Advanced Post-Irradiation Examination
ARA	Auxiliary Reactor Area
ARRA	American Recovery & Reinvestment Act
ATR	Advanced Test Reactor
ATR-C	Advanced Test Reactor Critical (facility)
B&W	Babcock & Wilcox
BBWI	Bechtel BWXT Idaho, LLC
BEA	Battelle Energy Alliance, LLC
BMI	Battelle Memorial Institute
BNFL	British Nuclear Fuels
BRC	Blue Ribbon Commission
BWXT	BWX Technologies, Inc.
C&A	Certification and Accreditation
CAA	Clean Air Act
CAES	Center for Advanced Energy Studies
CAMS	Center for Advanced Modeling and Simulation
CAP	Corrective Action Plan
CAS	Contract Assurance System
CASB	Cost Accounting Standards Board
CASL	Center for Advance Simulation of LWRS
CBA	Collective Bargaining Agreement
CCB	Change Control Board
CCR	Competence Commensurate with Responsibility
CD	Conceptual Design
CDRL	Contract Data Requirements List

CD-ROM	Compact Disc-Read Only Memory
CE	Capital Equipment
CEQ	Council on Environmental Quality
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESB	Contaminated Equipment Storage Building
CFA	Central Facilities Area
CFLUP	Comprehensive Facility and Land Use Plan
CFO	Office of Chief Financial Officer
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CIP	Critical Infrastructure Protection
CITRC	Critical Infrastructure Test Range Complex
CNFMR	Center for Nuclear Fuel and Materials Research
CNSDA	Center for Nuclear Systems Design and Analysis
CO	Contracting Officer
COI	Conflict of Interest
COO	Chief Operating Officer
COR	Contracting Officer's Representative
CORE	Center for Research and Education
CPAF	Cost Plus Award Fee
CPAR	Contractor Performance Assessment Report
CPARS	Contractor Performance Assessment Report System
CPP	Chemical Processing Plant (now INTEC)
CRADA	Cooperative Research and Development Agreement
CRD	Contract Requirements Document
CSNR	Center for Space Nuclear Research
CSO	Cognizant Secretarial Office
CTO	Chief Technical Officer
CWI	CH2M♦WG Idaho, LLC
D&D	Decontamination and Decommissioning
DAA	Designated Approval Authority
DART	Day Away, Restricted, or Transferred
DBT	Design Basis Threat
DEAR	Department of Energy Acquisition Regulation
DEQ	Department of Environmental Quality
DHS	Department of Homeland Security
DMZ	Demilitarized Zone
DNFSB	Defense Nuclear Facility Safety Board
DOD	Department of Defense
DOE	Department of Energy

DOE-EERE	Department of Energy-Energy Efficiency and Renewable Energy
DOE-EM	Department of Energy-Office of Environmental Management
DOE-HQ	Department of Energy-Headquarters
DOE-ID	Department of Energy-Idaho Operations Office
DOE-NE	Department of Energy-Office of Nuclear Energy
DOE-SC	Department of Energy-Office of Science
DOS	Department of State
DSA	Documented Safety Analysis
DWPF	Defense Waste Processing Facility
E&E	Environmental and Energy
EA	Environmental Assessment
EBR-II	Experimental Breeder Reactor II
ECC	Emergency Control Center
EDMS	Electronic Document Management System
EE	Office of Energy Efficiency and Renewable Energy (DOE)
EERE	Energy Efficiency and Renewable Energy
EES&T	Energy & Environment, Science & Technology
EFRC	Energy Frontier Research Center
EGA	Ethics in Government Act
EH	Environment and Health
EIS	Environmental Impact Statement
EM	Office of Environmental Management (DOE)
EML	Electron Microscopy Laboratory
EMT	Emergency Medical Technician
EO	Executive Order
EOC	Emergency Operations Center
EOFY	End of Fiscal Year
EPA	U.S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-To-Know Act of 1986
EPRI	Electric Power Research Institute
EPRO	Experimental Power Reactor Operator
EROB	Engineering Research Office Building
ES&H	Environmental Safety and Health
ESH&QA	Environment(al), Safety, Health and Quality Assurance
ESL	Energy Systems Laboratory
ESPC	Energy Savings Performance Contract
ESTEC	Energy Systems Technology and Education Center
ETR	Experimental Test Reactor
EVMS	Earned Value Management System
FAC	Federal Acquisition Circular
FAR	Federal Acquisition Regulation

FASB	Fuels and Applied Science Building
FCC	Federal Communications Commission
FCF	Fuel Conditioning Facility
FCRD	Fuel Cycle Research and Development
FDF	Fee Discount Factor
FDO	Fee Determination Official
FE	Office of Fossil Energy (DOE)
FEMP	Federal Energy Management Program
FERC	Federal Energy Regulatory Commission
FFA/CO	Federal Facility Agreement/Consent Order
FFC	Federal Facility Compliance (Act)
FFRDC	Federally Funded Research and Development Center
FFTF	Fast Flux Test Facility
FHU	Fuel Handling Units
FIB	Focused Ion Beam
FIMS	Facility Information Management System
FISC	Facilities and Infrastructure Sustainment Cost
FMF	Fuel Manufacturing Facility
FOCI	Foreign Ownership, Control or Influence
FOIA	Freedom of Information Act
FPDS	Federal Procurement Data System
FR	Fast Reactor
FY	Fiscal Year
GAO	General Accounting Office
GC	Office of General Counsel (DOE)
GEM	Glovebox Excavator Method
GEN-IV	Generation-IV Program
GFO	General Fuel Objects
GHG	Greenhouse Gas
GIF	Generation-IV International Forum
GIS	Geographical Information System
GNEP	Global Nuclear Energy Partnership
GNEP TIO	Global Nuclear Energy Partnership Technical Integration Office
GPCE	General Purpose Capital Equipment
GPP	General Plant Project
GRI	Gas Research Institute
GSA	General Services Administration
GTRI	Global Threat Reduction Initiative
HASP	Health and Safety Plans
HCA	Head of Contracting Activity
HES	Hybrid Energy Systems

HEU	Highly Enriched Uranium
HFEF	Hot Fuel Examination Facility
HFIR	High-Flux Isotope Reactor (ORNL)
HPW	High Performance Workplace
HSS	Office of Health, Safety and Security
HTE	High-Temperature Electrolysis
HUBZone	Historically Underutilized Business Zone
HVAC	Heating, Ventilating, and Air Conditioning
HYTEST	Hybrid Energy Systems Testing and Demonstration
IAEA	International Atomic Energy Agency
ICIS	Instrumentation, Control and Intelligent Systems
ICP	Idaho Cleanup Project
ICP Contractor	Contractor Responsible for Idaho Cleanup Project Work Scope
ICS-CERT	Industrial Control Systems-Cyber Emergency Response Team
ID-OPMO	ID Organizational Property Management Officer
IF	Idaho Falls
IFI	Integrated Facility and Infrastructure
IFM	Idaho Facilities Management
IGPCE	Institutional General Purpose Capital Equipment
IGPP	Institutional General Plant Project
IMCL	Irradiated Materials Characterization Laboratory Idaho National Engineering and Environmental Laboratory (now INL)
INEEL	
I-NEST	Institute for Nuclear Energy Science and Technology
INL	Idaho National Laboratory
INPO	Institute for Nuclear Power Operations Independent Gamma, Hydraulics, and Temperature Separate-Effects
INSIGHTS	
INTEC	Idaho Nuclear Technology and Engineering Center
IORC	Information Operations and Research Center
IOSC	Incident of Security Concern
IPT	Interdisciplinary Project Team
IRC	INL Research Center
IRM	Information Resources Management
IRON	Idaho Regional Optical Network
IRS	Internal Revenue Service
ISEA	Idaho Strategic Energy Alliance
ISMS	Integrated Safety Management System
ISMSV	Integrated Safety Management System Verification
ISO	International Standards Organization
ISOP	Integrated Strategic Operations Plan
I-STEM	Idaho Science Technology, Engineering and Math

IT	Information Technology
ITC	Idaho Techconnect
IUC	Idaho University Consortium
IWT	Intercompany Work Transfer
JCAPP	Joint CRADA Approval Efficiency Pilot Program
JV	Joint Venture
JWS	Joint Work Statement
LCO	Limiting Conditions for Operations
LDRD	Laboratory Directed Research and Development
LEED	Leadership in Energy and Environmental Design
LEP	Life Extension Program
LEU	Low-Enriched Uranium
LICP	Line-Item Construction Project
LLC	Limited Liability Corporation
LLW	Low-Level Waste
LMP	Legal Management Plan
LMT	Leadership-Management Team (BEA)
LPSO	Lead Program Secretarial Office
LSS	Life Safety System
LWR	Light Water Reactor
LWRS	Light Water Reactor Sustainability
M&O	Management and Operating
M&S	Modeling and Simulation
MaCS	Microscopy and Characterization Suite
MBM	MOOSE-BISON-MARMOT (fuel performance code)
MEP&IP	Multiple Employer Pension and Investment Plan
MFC	Materials and Fuels Complex (formally ANL-W)
MMRTG	Multi-Mission Radioisotope Thermoelectric Generator
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MOX	Mixed Oxide Fuel
MTR	Materials Test Reactor
N/A	not applicable
NAFTA	North American Free Trade Agreement
NAICS	North American Industry Classification System
NASA	National Aeronautics and Space Administration
NE	Office of Nuclear Energy, Science and Technology (DOE)
NEAC	Nuclear Energy Advisory Committee (formally NERAC)
NEET	Nuclear Energy Enabling Technology
NEI	Nuclear Energy Institute
NEPA	National Environmental Policy Act

NESHAP	National Emission Standards for Hazardous Air Pollutants
NEUP	Nuclear Energy University Program
NGBM	Next Generation Business Model
NGNP	Next Generation Nuclear Plant
NHI	Nuclear Hydrogen Initiative
NHS	National and Homeland Security
NIST	National Institute of Standards and Technology
NNSA	National Nuclear Security Administration
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Intent
NON	Notice of Noncompliance
NON/CO	Notice of Noncompliance Consent Order
NPP	Nuclear Power Plant
NQA	Nuclear Quality Assurance
NR	Naval Reactors
NRAD	Neutron Radiography Reactor
NRC	Nuclear Regulatory Commission
NRF	Naval Reactors Facility
NS&T	Nuclear Science & Technology
NSF	National Science Foundation
NST	Nuclear Safety Team
NSUF	National Scientific User Facility
NTE	Not to Exceed
NTIA	National Telecommunications & Information Administration
NUC	National University Consortium
NWCF	New Waste Calcining Facility
OCAW	Oil, Chemical, and Atomic Workers International Union
OCC	Office of Chief Counsel
OCI	Organizational Conflict of Interest
OCRWM	Office of Civilian Radioactive Waste Management
OECD	Office of Engineering & Construction Management (DOE)
OFCCP	Office of Federal Contract Compliance Programs
OIG	Office of Inspector General (DOE)
OIM	Office of Infrastructure Management (DOE-ID)
OMB	Office of Management and Budget
OMP	Occupational Medical Program
ONA	Office of Nuclear Assurance
ODEP	Owners, Officers, Directors, and Executive Personnel
OPI	Office of Primary Interest
OPM	Office of Personnel Management
ORNL	Oak Ridge National Laboratory

ORPS	Occurrence Reporting and Processing System
ORTA	Office of Research and Technology Applications
OSHA	Occupational, Safety and Health Administration
OSR	Operational Safety Requirements
OSTI	Office of Scientific and Technical Information
OU	Operating Unit
PACE	Paper, Allied-Industrial, Chemical and Energy Workers International Union
PASS	Procurement Automated Source System (of the Small Business Administration)
PBF	Power Burst Facility
PBI	Performance Based Incentive
PCB	Polychlorinated Biphenyl
PCSP	Program Cyber Security Plan
PEIS	Programmatic Environmental Impact Statement
PEMP	Performance Evaluation & Management Plan
PEP	Project Execution Plan
PIE	Post-Irradiation Examination
PL	Public Law
PMIS	Project Management Integration System
PMO	Project Management Office
PMRB	Project Management Review Board
POC	Point of Contact
PPA	Pollution Prevention Act of 1990
PPIRS	Past Performance Information Retrieval System
PRO-Net	Procurement Marketing and Access Network
PSO	Program Secretarial Office
QA	Quality Assurance
QC	Quality Control
R&D	Research and Development
RACL	Radioanalytical Chemistry Laboratory
RAL	Remote Analytical Laboratory
RC	Resource Commitment
RCL	Radiochemistry Laboratory
RCM	Radiological Control Manual
RCRA	Resource Conservation and Recovery Act
RD&D	Research, Development and Demonstration
RDD&D	Research, Development, Demonstration and Deployment
REC	Research and Education Campus
REL	Research and Education Laboratory
RERTR	Reduced Enrichment for Research and Test Reactor
RESL	Radiological and Environmental Sciences Laboratory

RFI	Request for Information
RFP	Request for Proposal
RI/FS	Remedial Investigation/Feasibility Studies
RML	Radioactive Materials Laboratory
ROD	Record of Decision
ROK	Republic of Korea
RSWF	Radioactive Scrap and Waste Facility
RTC	Reactor Technology Complex
RTG	Radioisotope Thermoelectric Generator
RW	Office of Civilian Radioactive Waste Management (DOE)
RWMC	Radioactive Waste Management Complex
S&E	Science and Engineering
S&S	Safeguards and Security
S&T	Science and Technology
SAP	Special Access Program
SAR	Safety Analysis Report
SB	Small Business
SBA	Small Business Administration
SC	Office of Science (DOE)
SCA	Service Contract Act
SCADA	Supervisory Control and Data Acquisition
SCIF	Sensitive Compartmented Information Facility
SDA	Subsurface Disposal Area
SDB	Small Disadvantaged Business
SEB	Source Evaluation Board
SEC	Securities and Exchange Commission
SECOM	Security Communication
SEDP	Science and Engineering Development Program
SEGP	Idaho's Sponsored Education Group Participant
SES	Security Equipment Systems
SF	Standard Form
SHaRE	Shared Equipment Program
SIC	Standard Industrial Classification
SIPRNET	Secure Internet Protocol Router Network
SMC	Specific Manufacturing Capability
SMR	Small Modular Reactor
SNF	Spent Nuclear Fuel
SNM	Special Nuclear Material
SOAR	Safety Observations Achieve Results (INL)
SOW	Statement of Work
SPERT	Special Power Excursion Reactor Test

SPF	Sodium Process Facility
SSA	Site Stabilization Agreement
SSIMS	Safeguards and Security Information Management System
SSO	Source Selection Official
SSP	Site Sustainability Plan
SSPSF	Space and Security Power System Facility
STEM	Science, Technology, Engineering and Math Education
SW	Site-Wide
SWC	Site-Wide Complex
TAN	Test Area North
TBD	To Be Determined
TBE	To Be Established
TD	Technology Deployment
TEDE	Total Effective Dose Equivalent
TFRM	Treasury Department Fiscal Requirements Manual
TIN	Taxpayer Identification Number
TIO	Technical Integration Office
TPC	Total Project Cost
TRA	Test Reactor Area
TRAHC	Test Reactor Area Hot Cells
TRCR	Total Recordable Case Rate
TREAT	Transient Reactor Experiment and Test Facility
TRIGA	Training, Research, Isotopes, General Atomics
TRISO	Tri-Structural Isotropic (coated particle fuel)
TSB	Technical Support Building (MFC)
TSR	Technical Safety Requirements
TYSP	Ten-Year Site Plan
UFA	User Facility Agreement
UNF	Used Nuclear Fuel
UPGWA	United Plant Guard Workers Of America International Union
USC	United States Code
USGS	United States Geological Survey
USPTO	United States Patent and Trademark Office
USQ	Un-Reviewed Safety Question
VCO	Voluntary Consent Order
VHTR	Very High-Temperature Reactor
VOC	Volatile Organic Compounds
VPP	Voluntary Protection Program
WAG	Waste Area Group
WBS	Work Breakdown Structure
WCB	Willow Creek Building

WCC	Warning Communication Center
WERF	Waste Experimental Reduction Facility (PBF)
WFO	Work for Others
WM	Waste Management
WMD	Weapons of Mass Destruction
WMP	Waste Management Program
WOSB	Women-Owned Small Business
WROC	Waste Reduction Operations Complex
WTB	Wireless Test Bed
ZPPR	Zero Power Physics Reactor

**SPECIAL FINANCIAL INSTITUTION ACCOUNT
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED
FINANCING ARRANGEMENT**

Agreement effective the, 17th day of December, 2009, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE" or "Government"), and Battelle Energy Alliance, LLC, a corporation/legal entity existing under the laws of the State of Delaware (hereinafter referred to as the "Contractor") and U.S. Bank Association, a national bank formed under the laws of the United States of America, with an office located at 425 Walnut Street, Cincinnati, Ohio (hereinafter referred to as the "Financial Institution").

RECITALS

(a) On the effective date of November 9, 2004, DOE and the Contractor entered into Contract No. DE-AC07-03ID14517, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

(c) The special demand deposit account(s) shall be designated:

1. Battelle Energy Alliance, LLC - Master Account
Contract No. DE-AC07-05ID14517 Department of Energy
2. Battelle Energy Alliance, LLC - *Payroll Account (Check)
Contract No. DE-AC07-05ID14517 Department of Energy
3. Battelle Energy Alliance, LLC - *Payroll Account (Direct Deposit)
Contract No. DE-AC07-05ID14517 Department of Energy
4. Battelle Energy Alliance, LLC - *Accounts Payable Account
Contract No. DE-AC07-05ID14517 Department of Energy
5. Battelle Energy Alliance, LLC - *Merchant Account
Contract No. DE-AC07-05ID14517 Department of Energy
6. Battelle Energy Alliance, LLC - **Royalty Account
Contract No. DE-AC07-05ID14517 Department of Energy

*Zero balance or controlled disbursement account closed to Master Account on a daily basis

**The Royalty Account is not part of the payments cleared financing arrangement

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.

2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify Contractor at:

Mr. Dennis Newby
Chief Financial Officer
Battelle Energy Alliance, LLC
PO Box 1625
2525 Freemont Avenue
Idaho Falls, ID 83401-3898

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Agreement No. 00040003, dated February 1, 2005. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the

Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of five years with five year extension options, beginning on the 1st day of February, 2005, exercised five year option which will end on the 31st day of January, 2015.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes administering the program in an effective and efficient manner that precludes the effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of five pages, including the signature pages, to be executed as of the day and year first above written.

6/25/2012
Date Signed

By: Suzette M. Olson
(Contractor Officer)

Suzette M. Olson
(Signature of Contracting Officer)

WITNESS

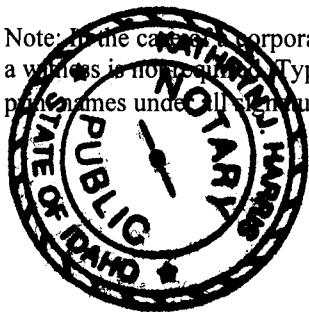
Kathryn J Harris
(Typed Name of Witness)

Battelle Energy Alliance, LLC
(Contractor)

[Signature]
(Signature of Witness)

By: Dennis R. Newby
(Contractor's Representative)

Note: In the case of a corporation,
a witness is not required. Type or
print names under all signatures.



Dennis R. Newby
(Signature of Contractor's Representative)

Chief Financial Officer

PO Box 1625, Idaho Falls, ID 83415-3898

6-21-2012
(Date Signed)

Kara Zahnow
(Name of Witness)

U.S. Bank Association
(Financial Institution)

[Signature]
(Signature of Witness)

Kimberly Spiroff
(Financial Institution Representative)

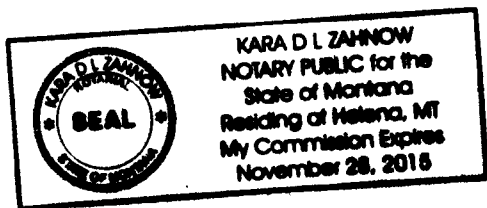
Kimberly Spiroff
(Signature of Financial Institution Representative)

Note: In the case of a corporation,
a witness is not required. Type
or print names under all signatures.

Vice President – Government Banking Division

302 North Last Chance Gluch, Helena, MT 49601

June 13, 2012
(Date Signed)

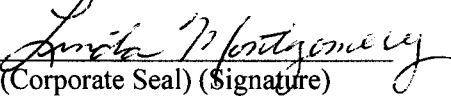


NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Linda Montgomery, certify that I am the Secretary of the corporation named as Contractor herein; that Dennis R. Newby, who signed this Agreement on behalf of the Contractor, was then Chief Financial Officer of said corporation and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

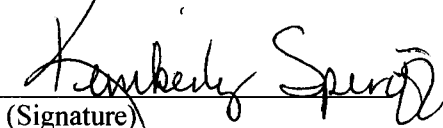

(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Kimberly Spiroff, certify that I am the Vice President of U.S. Bank National Association, the Financial Institution named herein; that Kimberly Spiroff, who signed this Agreement on behalf of the Financial Institution, was then Vice President of the Financial Institution and that said Agreement was duly signed for and in behalf of Financial Institution by authority of its governing body and is within the scope of its powers.


(Signature)

**PART III SECTION J, ATTACHMENT I
CONTRACT DATA REQUIREMENTS LIST**

**Part III Section J, Attachment I
Contract Data Requirements List**

This document defines contract data deliverables required to be submitted to DOE by the Contractor during contract performance. The Contractor shall review this CDRL at least annually and provide any recommendations to the Contracting Officer. This CDRL will be updated as required over the life of the contract.

This list identifies deliverables to DOE and does not relieve the contractor of the responsibility to prepare and deliver any other data required by law or regulation.

This CDRL is organized as follows:

- A. Procurement
- B. Legal
- C. Industrial Relations
- D. Budget and Finance
- E. Personal and Real Property
- F. Environmental Requirements
- G. Safeguards and Security Requirements
- H. Operations, Safety, Health and Quality Assurance
- I. Programs

The following notes are applicable to the CDRL table:

Note 1: A = Approval; C = Certification by DOE (required for some regulatory documents; certification requires hardcopy submittal); R = Review and comment; N = No action – Information only. Unless otherwise specified, the length of time for DOE review or approval will be 30 calendar days.

Note 2: This column identifies the position to receive delivery notification. Each deliverable will be available to DOE in electronic form per Section C.3 unless hardcopies are specified.

Note 3: The term “days” means calendar days unless otherwise specified.

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 Requirements	CO FSD
A.29	I.23	Affirmative Procurement Report	Submit reports in accordance with contract clause.		N	Annually: December 30	CO
A.30	I.54	Self-Assessment Plan	As required by DEAR clause 970.5244-1 and Balanced Scorecard requirements.		A	Annually: October	CO
A.32	I.54	Self-Assessment Report	As required by DEAR clause 970.5244-1 and Balanced Scorecard requirements.		A	Annually: November	CO

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.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
A.34	I.12	Employee Disclosures	The contractor shall transmit to the CO information obtained from employees regarding other employment services in accordance with DEAR 970.0371-8.		A	Annually	CO
B. LEGAL							
B.4	I.38, 10 CFR 719.36	Legal Services Invoices	Information copies of subcontractor invoices for all legal services.		R	Monthly: on the first Day of Each Month	Litigation Management Attorney
B.5	I.38	Risk Management & Liability Programs	Submit all Risk Management and Liability Insurance policies and plans and changes thereto for approval.		A	As required	CO Signed Copy to OCC
C. INDUSTRIAL RELATIONS							
C.1	H.16, 29 CFR Part 5.7b, 48 CFR 52.222-6	Davis-Bacon Semiannual Report	Report of any DB violations and investigations. As they occur.		R	Semi-Annually: April 15 & October 15 of each year	IR Office (signed)
C.2	Section H, H.14, H.18	Contractor's Employee Management Program Advanced Understanding	An advanced understanding on the costs of wages and other employee benefit programs.	C.2	Section H, H.14, H.18	Contractor's Employee Management Program Advanced Understanding	An advanced understanding on the costs of wages and other employee benefit programs.
C.3	H.30, I.26	Workforce Alignment Actions/Plan	Comply with requirements of the DOE Restructuring Plan and the HQ Planning Guidance for Contractor Workforce Alignment.		A	September 30, then as needed	IR Office CO
C.4	H.14(c)(5), H.18	Individual Salary Actions	Submit for review and approval salary actions for the President and all senior executives reporting to the President making over \$100K/year.		A	As required	IR Office CO

Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I

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
C.5	H.18	Contractor Salary-Wage Increase Expenditure Report	Report for salary/wage expenditures.		R	Annually: upon request from Headquarters	IR Office
C.6	H.14(c)(3)(i) & (viii), H.18	Marketing tests for allowability and reasonable-ness of costs for welfare benefit programs	Conduct Value Studies and comparisons to the U.S. Chamber of Commerce Employee Benefit Survey.		A	Every 3 years, Initial Sept. 30, 2005	IR Office (signed hard copy)
C.7	H.14	Benefit Plan Approvals	Submit all benefit plans and changes thereto, to the CO for approval before implementing.		A	As required	IR Office CO
C.8	H.14	Approval of all Retirement/Pension Plans	Submit for approval all proposed retirement/pension plans and changes before implementation.		A	As required	IR Office CO
C.9	H.14(c)(3)(ix)	Pension Plan Annual Actuarial Valuation Report	Provide an annual Actuarial Valuation report for each DOE reimbursed retirement/pension plan.		A	Annually: September	DOE Manager DOE CO IR Office – Five (5) copies of published document received from the actuary
C.13	H.14(d)(2), H.18	Report of Settlement	Provide the CO with a summary of settlement after each agreement on a new Collective Bargaining Agreement.		R	As required	IR Office
C.15a	H.14(c), H.18, Office of Legacy Management Requirement	Workforce Information System (WFIS) – item (a – g)	An electronic report providing data on the (a) number of exempt, nonexempt, bargaining unit, non-bargaining unit employees and retirees; (b) payroll costs by a variety of categories; (c) insurance costs; (d) benefits costs/plans; (e) compensation costs by hours of work by various categories; (f) workforce restructuring actions; (g) employee supplemental compensation.		A	(a) – (g) Annually	IR Office
C.15b	H.14(c), H.18, Office of Legacy Management Requirement	Workforce Information System (WFIS) – item (h)	(h) collective bargaining agreements, settlement dates.		R ASR	(h) As revised	IR Office

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
C.15c	H.14(c), H.18, Office of Legacy Management Requirement	Workforce Information System (WFIS) – item (i)	(i) employment by EEO categories. Electronically submitted through WFIS.		A	(i) Quarterly	IR Office
C.19	H.14(a), H.18	Compensation Increase Plan (CIP)	Annual request for approval of Salary Increase Funds (SIF).		A	Annually: Jan 01	IR Office CO
C.20	DOE O 350.2A	Contracting Office Support Staffing Plan for INL in the Washington D.C. office (outplant)	Annual Report of assignment in the Washington D.C. area.		A	Annually: May 1	IR Office CO
D. BUDGET and FINANCE							
D.3	H.21, Energy Policy Act of 102 P.L 12-4	Annual Reports	R&D report, Uncosted Analysis, etc.		R	Annually: as required	Budget Team Lead
D.9	DOE O 412.1A	Work Authorization	Work Authorization Documents.		A	Returned within 2 weeks of receipt	Budget Team Lead
D.14	H.21(a)(1), I-48, DOE O 534.1B, Accounting Handbook	Monthly FIS Cost File	Provide contractor Management and Reporting System (MARS) monthly cost reporting and file feed to DOE within the required DOE scheduled submittal timeframes. Electronic file saved to the HP. Provide required feeds to EFASC per the Standardized Accounting and Reporting System (STARS), upon STARS implementation.		A	Monthly: Noon 2 nd Calendar work day	FS Team Lead STARS Accountant
D.15	H.21(a)(1), I.48, DOE O 534.1B	Year End and Quarterly Financial Statements & Disclosure Information	Provide other reports as required per the COs annual schedule.		R	Annually: Per HQ CFO Guidance	FS Team Lead STARS Accountant
D.16	H.21(a)(4)	Stop Light Report	Provides summary cost and financial information.		R	Monthly: 15 days after end of month, starting after the end of the first quarter	FS Team Lead

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
D.17	H.21(a)(4)	Indirect Cost Baseline & Out Year Planning Rate Submission	(a) Compiles and submits to DOE an annual execution year indirect cost baseline document that summarizes indirect costs by service/activity, including company level rates and billable rates for recoverable services, funded by their indirect rate structure. For purposes of indirect recovery the cost level B&RC or lower is the final cost objective. (b) Compiles and submits to DOE an outyear indirect rate document that summarizes indirect company level rates and any associated cost impacts to programmatic work.		A A	(a) Annually: September 1 st (b) Annually: NLT January 15	COR FS Team Lead
D.18	H.21(a)(1)	Travel Cost Report	Collect and report travel costs incurred by the contractor for both domestic and foreign travel.		R	Annually: Per HQ CFO Guidance	FS Team Lead
D.19	H.21(a)(1)	Travel Certification Report	Certification of all travel being reasonable and for necessary functions Certification Letter hard copy signed with reference to the electronic file.		R	Annually: Per HQ CFO Guidance	CO FS Team Lead
D.21	Section I, FAR 52.230-2, FAR 52-230-6	CAS Disclosure Statement	CAS Disclosure Statement describes the contractor's accounting practices that they will be using for contract performance per Cost Accounting Standards. Signed Certification Letter.		A	Initial and when Accounting Practices Change/September 1 every year, if necessary	FSD Director CO (original)
D.23	DOE O 522.1, Attachment 2 (CRD), Section 3	Pricing Exception Report	Provides report of waivers from full cost recovery approved during the quarter in pricing department materials & services.		A	Quarterly: January, April, July, October.	CO FS Team Lead
D.24	H.21, I.43, DOE O 413.2B, FY02 Energy & Water Development Conference Report	LDRD Reporting	Annually record LDRD costs, scope, into the Department's LDRD database. Input data into the DOE HQ database via internet.		R	Annually	FS Team Lead

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
D.25	H.21, DOE O 534.1B	Report on Receivables due from the Public (220.9 Report)	Provide collection and aging information about receivables due from the public as defined by the supplement to Volume I of the Treasury Asset Management Manual, "Instructional Workbook for Preparing the Report on Receivables Due From The Public". Fiscal Year. STARS Interim and Year End reporting requirements from OFCR Debt Collection Act of 1982 and the Debt Collection Improvement Act of 1996.		R	Per HQ Guidance submittal schedule	FS Team Lead STARS Accountant
D.26	H.21, DOE O 534.1B	International Transactions Report (A-65 Report)	Provide collection and disbursement information about transactions with other nations. Fiscal Year STARS Interim and Year End reporting requirements.		R	Per HQ Guidance submittal schedule	FS Team Lead STARS Accountant
D.27	DOE O 534.1B	Detail submission into DIMS (Departmental Inventory Management System)	Provide dollar value of Special Nuclear Materials reported in DOE DIMS. Fiscal Year STARS, Interim Fiscal Year STARS, Interim and Year End reporting requirements.		R	Per HQ Guidance at FY year-end	FS Team Lead STARS Accountant
D.28	H.21, DOE O 534.1B	Tracking of Technology Transfer Third-party Receipts Report	Provide financial information (sources and disbursements) for Tracking of Technology Transfer Third-party Receipts. Fiscal Year STARS Interim and Year End reporting requirements.		R	Per HQ Guidance submittal schedule	FS Team Lead STARS Accountant
D.31	H.21, DOE O 534.1B	Report of Waiver of Claims for Erroneous Payment	Report erroneous payments and steps taken to prevent errors in future payments.		R	Annually: October 12	FS Team Lead STARS Accountant
D.33	H.21, I.43(e)	Report of Audit Recoveries	Report provides contractor results of recovery audit programs, which identify payment errors and recovery of amounts overpaid.		A	Annually: July 25	FS Team Lead
D.34	H.21, DOE O 534.1B	Report on Estimated Foreign Currency Collections & Expenditures	Report financial transactions made in foreign currency. Fiscal Year STARS Interim and Year End reporting requirements.		R	Per HQ Guidance submittal schedule	FS Team Lead STARS Accountant

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
D.35	H.21, DOE O 534.1B	Report on Unfunded Foreign Currency Reservations Accounts	Report financial transactions made in foreign currency. Fiscal Year STARS Interim and Year End reporting requirements.		R	Per HQ Guidance submittal schedule	FS Team Lead STARS Accountant
D.37	H.21, I.10	Annual Management Representation Letter	Assertions made pertaining to the integrity of the financial information provided to HQ for the Consolidated DOE Financial Statements. Government Reform Act of 1994.		R	Per HQ Guidance submittal schedule	CO COR FS Team Lead DOE Manager
D.38	I.10, DOE O 413.1A	FMFIA Annual Assurance Memo	A report on the status of the Contractor's management controls for all programs and administrative functions including problems identified, progress made in correcting prior reportable problems, and make an assessment about the integrity of contractor financial systems.		R	Annually: 5th working day of August	FS Team Lead (original certification)
D.39	I.42	Report of Status of Federal Funds Drawn from Treasury ASAP System	Report providing daily draws and account balance.		R	Monthly: 15 th Working Day	FS Team Lead STARS Accountant
D.44	JCP Government Printing & Binding Regulations	Printing & Publishing Activities 3 Year Plan	Identifies printing & publishing information to HQ.		R	Annually: November	CO
D.45	JCP Government Printing & Binding Regulations	Commercial Printing Report JCP Form 2	Identifies printing & publishing information to HQ.		R	Semi-Annually: April 30 November 30	CO
D.47	I.43, 31 USC 3513, Treasury Financial Manual	Treasury 224 Reporting Submittal to DOE	Treasury payment reconciliation requirements. Fiscal Year STARS Interim and Year End reporting requirements.		R	Monthly: 2 rd Working Day including draft submission schedule	FS Team Lead STARS Accountant

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
E. PERSONAL and REAL PROPERTY							
E.1	I.55, 41 CFR 109-43.4701	Excess Personal Property Furnished to non-Federal Recipients in any Manner, including Abandonment, Destruction or Donation to Public Bodies	Personal Property Transferred under the Used Energy-Related Laboratory Equipment Grant Program, the Education and Research Transfer Program (ERTP) Executive Order 12999, and for Economic Development.		R	Annually: October 31	FSD Director
E.5	I.55, DOE O 580.1, 41 CFR 109-1.5110	Physical Inventories	Annual Contract Physical Inventory report – Include Capital Equipment Inventories as part of this item.		R	Annually: January 31 st	SSD Director
E.8	I.55, DOE O 580.1, 41 CFR 109-1.5110	Stores Inventory & Warehousing Activity	Additions & Deletions By Line Item & Acquisition Cost.		R	Annually: January 31 st	SSD Director
E.9	I.55, DOE O 580.1, 41 CFR 109-1.5110	Precious Metals Forecast for Withdrawals and Returns	3-Year Forecast for Returns and Withdrawals of Precious Metals.		R	Annually: December 1 st	SSD Director
E.11	I.55, 41 CFR 109-45.304-2.50, 41 CFR 102-38.115 (b)	Negotiated Sales Report	An annual report describing any negotiated disposals of surplus personal property having an estimated fair market value of more than \$5,000.		R	Annually: October 31 st	SSD Director
E.15	I.55, DOE O 580.1	Community Reuse Organization (CRO)	Reports all eligible assets for Community Reuse Organization Screening. Disposal action will resume for these assets unless a CRO request is received.		A	Monthly: (by 10 th)	SSD Director
E.16	I.55, I.56	Federal Automotive Statistical Tool System (FAST)	Reports Fiscal Year fleet vehicle data. Data collected in FAST is used to support the Department of Energy's and NNSA compliance with the Energy Policy Act, EO 13149 and the GSA SF-82 Report.		N	Annually: November 24	FSD Director
E.17	I.55, 41 CFR 109-38.5103	Vehicle Utilization Report	Reports Monthly Motor Equipment Utilization for all INL Fleet.		R	Monthly: to ID	SSD Director HQ

Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I

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
E.18	I.55, 41 CFR 109-38.51	Vehicle Utilization Business Cases	Business Case Justification For Retention of Any Permanently Assigned Vehicles Not Meeting Approved Vehicle Utilization Standards.		A	Every 2 years	SSD Director
E.19	I.55, DEAR 945.102	DOE On-line Sales E-Bay, BID 4 Assets, etc.	Reports Net Sales data for property sold on-line.		R	Quarterly: October, January, April, July.	SSD Director
E.20	I.55, DEAR 945.102	DOE-HQ Property Information Database (PIDS)	DOE Contractors categorically manage and report property volumes and original acquisition dollar values of government-owned property annually.		R	Annually: January	SSD Director
E.21	41 CFR 102-39.75	Exchange -Sale Report	For any property exchanged or sold the pertinent FSC group, number of items, OAC, exchange allowance or sales proceeds, and source from which the property was originally acquired.		R	Annually: December 1 st	SSD Director
E.24	I.55, 41 CFR 109-38, 41 CFR 102-34.85	Agency Purchase and Lease of Motor Vehicles	Vehicle leases not procured through the GSA Automotive Commodity Center, unless a waiver resulting from a GSA study is in effect.		A	Annually: December 1 st	SSD Director
E.26	41 CFR Part 102-84.55	Annual Real Property Disposal Report to GSA	Identifies to GSA real property disposals for the year.		R	Annually: October 31 st	SSD Director
E.27	41 CFR Part 102-75.1170	Real Property Report to HUD	Identifies disposable real property to HUD.		R	Annually: January 1 st	SSD Director
E.29	41 CFR Part 102-75.1170	McKinney Act Report to HQ	Identifies disposable real property to HUD.		R	Quarterly: January, July, April, October.	SSD Director
F. ENVIRONMENTAL REQUIREMENTS							
F.2	H.32, DOE O 450.1 Chg 3, Idaho Code 50, City of Idaho Falls Municipal Code Chap. 1, Sec. 8	Quarterly Environmental Surveillance and Compliance Monitoring Samples	Report anomalous analytical results for all scheduled environmental surveillance and compliance monitoring samples for all results received for the past quarter and received late for the quarter before last.		N	Quarterly: January 15, April 15, July 15, October 15.	ETSD Director

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
F.3	H32, DOE O 450.1 Chg 3, 40 CFR 370, EO 13423	EPCRA 311 Quarterly Reports	EPCRA 311 Quarterly reports. DOE submits to EPA (1/1, 4/1, 7/1, 10/1).		R	Quarterly: December 15, March 15, June 15, September 15.	ETSD Director
F.4	H.32, DOE O 450.1 Chg 3, 40 CFR 370, EO 13423	EPCRA 312 Annual Report	Annual EPCRA 312 report certified by the contractor. DOE submits annually 3/1 to EPA.		R, C	Annually to DOE: February 14	ETSD Director
F.5	H.32, DOE O 450.1 Chg 3, 40 CFR 372, EO 13423	EPCRA 313 Report	Annual EPCRA 313 report and associated facility-specific supporting documentation certified by the contractor. DOE submits certified report to EPA.		R, C	Annually: June 1 to DOE July 1 to EPA	ETSD Director
F.8	H.32, 40 CFR 761.65 (a) (2) (ii)	TSCA Document Log & Annual Inventory	Site-wide TSCA Document Log and Annual Inventory in accordance with EPA letter dtd 11/26/99. Contractor submits to regulators by July 1.		R	Annually to DOE-ID: June 1	ETSD Director EPA
F.9	H.32, 40 CFR 761.65 (a) (2) (ii)	TSCA Radioactive Waste Inventory	Site-wide TSCA Radioactive Waste Inventory in accordance with EPA letter dated 11/30/07. Contractor submits to regulators by July 1.		R	Annually to DOE-ID: June 1	ETSD Director EPA
F.10	DOE M 231.1-1A Chg 2, DOE O 450.1 Chg 3	Annual Site Environmental Reporting	Applicable information for inclusion in the Annual Site Environmental Report to DOE-ID.		R	Annually: Data and Sections by May 1	ETSD Director
F.11	DOE O 450.1 Chg 3	Surface Radiation Surveys Report	Letter report to document results from the surface radiation surveys to DOE-ID.		R	Annually: January 31	ETSD Director
F.12	DOE O 450.1 Chg 3	Environmental Monitoring Plan Updates	Update the INL Environmental Monitoring Plan as needed. Review the plan annually to assess the necessity for updates. At a minimum, the plan will be updated every three years.		A	Annually: Reviewed by: April 30 Next update: as needed	ETSD Director
F.13	H.32, City of Idaho Falls Municipal Code Sewer Ordinance 8-1-37c	Monthly Pretreatment Reports	Copy of Monthly Pretreatment Reports (pH logs) to the City of Idaho Falls. Certified by contractor. Contractor submits to City without advance DOE-ID review.		R	Monthly: Due the 15 th of each month	City of Idaho Falls ETSD Director

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
F.14	DOE O 450.1 Chg 3	Annual Groundwater Monitoring Plan	Annual Groundwater Monitoring Plan and revision, as needed.		A	Annually: Reviewed by July 30 Next update: as needed	ETSD Director Distribution after approval
F.16	H.32, IDAPA 58.01.08	Drinking Water Fee Submittal	Copy of Annual Drinking Water Fee Submittal to the State of Idaho. Contractor submits to regulators without advance DOE-ID review.		R	Annually: October 30	State of Idaho Division of Environmental Quality (DEQ) ETSD Director
F.18	H.32, DOE O 450.1 Chg 3, IDAPA 58.01.17	Annual Wastewater Land Application Permit (WLAP) Report	Annual Wastewater Land Application Permit (WLAP) Report certified by the contractor to DOE. Contractor submits to regulators by March 1.		R	Annually to DOE-ID: February 21	ETSD Director
F.19	DOE O 5400.5 Chg 2	Phasing Out the Use of Soil Columns Information Update	As applicable, update documentation required by DOE Order 5400.5, Chapter II, Section 3.b. (Phasing Out the Use of Soil Columns) for liquid radiological discharges to the soil.		A	As Required	ETSD Director
F.20	H.32, IDAPA 37.03.09	Fees for Construction of Ground Water Monitoring Wells	Fees for Construction of Ground Water Monitoring Wells. Contractor submits to regulators Jan 30.		R	Annually to DOE-ID: January 15	ETSD Director Idaho Department of Water Resources (IDWR)
F.22	H.32, IDAPA 37.03.03	Deep Injection Well Permit Renewals	Deep Injection Well Permit Renewals, as required, to DEQ. Certified by contractor. Contractor submits to DOE-ID 15 days prior to due date to regulators. Contractor submits to regulators.		R	As Required by permit	ETSD Director DEQ
F.23	H.32, INL Water Rights Agreement	Comprehensive Well Inventory & Annual Water Use Report	Submit the Comprehensive Well Inventory and the Annual Water Use Report (combined). Contractor submits to regulators June 28.		R	Annually: May 28 to DOE	ETSD Director; IDWR
F.24	H.23, DOE O 450.1 Chg 3	Annual Revegetation Assessments	Report Annual Revegetation Assessments and corrective actions for disturbed sites. Contractor submits to DOE-ID by due date, no advance submittal required.		R	Annually: November 30	ETSD Director [E]
F.25	H.32, 40 CFR 141-143	Source Water Assessments	Source Water Assessments Report for drinking water, revise as necessary to maintain accuracy. Contractor submits to regulators.		R	As needed	ETSD Director DEQ

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
F.26	H.32, DOE O 450.1 Chg 3, 40 CFR 61 Subpart H	Annual NESHAPS Radioactive Emission Report	Annual Site-Wide NESHAPS radioactive emission reporting certified by the contractor. DOE submits to regulators June 30.		R, C	Annually: May 31 st to DOE	ETSD Director EPA DEQ State of Idaho INL Oversight Office Distribution
F.28	H.32, DOE O 450.1 Chg 3, IDAPA 58.01.01.223.05	Toxic Exemption Air Pollutant Report	Toxic Exemption Air Pollutant Report certified by the contractor. Contractor submits to regulators by May 1.		R, C	Annually: April 1 to DOE-ID May 1 to DEQ	ETSD Director DEQ
F.29	H.32, DOE O 450.1 Chg 3, 40 CFR 51.30(b)	DEQ Triennial Air Emission Inventory and Annual Fee Registration	DEQ Annual Air Emission Inventory certified by the contractor. Due date expected to be March 31st. Maintain the air emissions inventory database. DOE submits to regulators.		R, C	To DOE 30 days prior to DEQ deadline	ETSD Director Copies for facility reviews. DEQ
F.31	DOE O 450.1 Chg 3, 40 CFR 70, IDAPA 58.01.01.300s	Title V Operating Permit (IRC and INL)	Reports required by the Title V operating permit, certified by the contractor. DEQ deadline is 30 days after the end of the reporting period for semi-annual and annual reports. Contractor submits to regulators.		R	To DOE 15 working days prior to DEQ deadline stated in permit	ETSD Director DEQ DOE-ID IRC Facility (for IRC Title V)
F.32	DOE O 450.1 Chg 3, 40 CFR 51.166	Clean Air Act Prevention of Significant Deterioration Increment Tracking	Maintain the INL Site PSD for increment tracking of current site sources. Provide a current database report of PSD sources when requested.		R	As requested	ETSD Director
F.34	H.32, 40 CFR 61 145(a)(4)(iii)	Annual NESHAPS Asbestos Notification	Annual NESHAPS Asbestos Notification certified by the contractor. Contractor submits to regulators by 12/21.		R	Annually: December 1 to DOE	ETSD Director DEQ
F.35	H.32, 40 CFR 61 145(a)(4)(iii)	Annual NESHAPS Asbestos Reporting	Annual NESHAPS Asbestos Reporting certified by the contractor. Contractor submits to DEQ by January 31.		R	Annually to DOE-ID: January 15	ETSD Director DEQ
F.36	H.32, 40 CFR 61 Subpart M	NESHAPS Asbestos D&D Notifications	NESHAPS Asbestos D&D Notifications, as needed. Contractor submits to regulators without advance DOE-ID review.		R	As needed	ETSD Director DEQ

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
F.38	H.32, DOE O 450.1 Chg 3, PTC # 023-00001	RTC PTC Reports	RTC PTC Reports certified by the contractor. Contractor submits final to DEQ quarterly (11/14, 2/14, 5/15, 8/14).		R, C	Quarterly: To DOE: November 4, February 4, May 5, August 4.	ETSD Director DEQ TRA Facility Manager
F.41	40 CFR 260 (et seq)	Consent Order and other Regulatory Milestones Status Reports	Track all Consent Order and other regulatory milestones and ensure they are met. Provide quarterly status reports to DOE-ID and as requested, including Site Treatment Plan Implementation Status.		R	Quarterly: To DOE: January 5, April 5, July 5, October 5.	ETSD Director
F.42	H.32, 40 CFR 260 (et seq), EPA Voluntary Disclosure Policy	Environmental Disclosure Logs and other Disclosures	Monthly Disclosure Logs. Submit voluntary environmental disclosure logs to appropriate Federal, State and Local regulatory agencies monthly, as needed. Provide oral or written disclosures and planned corrective actions outside of monthly logs to regulatory agencies as needed to demonstrate effective environmental management, in line with EPA voluntary disclosure policy, for more significant issues. Contractor submits to regulators.		R	Monthly: or as needed	ETSD Director (Each as appropriate) - Federal, State and Local Agencies DOE Director- Affected facility
F.44	H.32, 40 CFR 355, 40 CFR 302, EO 13423	Chemical Spills Reports and Response	Prepare Chemical Spills Reports, as needed, to DEQ, NRC, or USCG, dependent on the nature of the spill. Contractor submits to regulators.		R	As needed	ETSD Director (As appropriate) - Federal (EPA, USCG, NRC), State (DEQ) and Local Agencies DOE Director for affected Facility(ies)

Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I

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
F.45	H.32, DOE O 450.1 Chg 3, 43 CFR Part 7, Archaeological Resources Protection Act of 1979	Federal Archaeology Program Report to Congress	Prepare and deliver to DOE-ID the annual Department of Interior (DOI) Questionnaire on the Federal Archaeology Program Report.		R	Annually: February 15	ETSD Director
F.46	DOE O 450.1 Chg 3, Archaeological Resources Protection Act of 1979, INL Cultural Resource Management Plan	Protection of Key Archaeological and Historic Architectural Properties	Submit the INL site monitoring forms for monitoring conducted to DOE-ID by October 31. Support protection of key archaeological and historic architectural properties by conducting periodic monitoring. Specific sites to be determined each year depending on risk, at least 5 sites per year.		R	Annually to DOE: October 31	ETSD Director
F.47	DOE O 450.1 Chg 3, DOE O 1230.2, 36 CFR 800	INL Cultural Resources Management Plan	Annual review and update the INL Cultural Resources Management Plan, as needed.		R	Annually: when needed March 1 to DOE	ETSD Director For external distribution of final (after DOE review) -12 hard copies
F.48	DOE O 450.1 Chg 3, National Historic Preservation Act of 1966, as amended, 36 CFR Part 800, INL Cultural Resources Management Plan	National Registry of Historic Places Nomination Packages	Prepare and submit nomination packages to DOE-ID for historic properties to the National Register of Historic Places in accordance with established guidelines and regulations, as needed and agreed each year.		R, A	As requested	ETSD Director
F.54	H.32, 40 CFR 70, IDAPA 58.01.01.300	MFC RCRA Permit Condition I.U, Other Non-Compliance Reports	Semi-annual "Other Non-Compliance Report" due March 1 and September 1. Contractor obtains DOE certification and then submits to DEQ.		R C	Semi-Annually: Due to DOE February 1. Due to DEQ March 1 and October 1	ESTD Director DEQ

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
F.55	H.32, 40 CFR 70, IDAPA 58.01.01.300	MFC RCRA Permit Condition II.J.2, Waste Minimization Certification (2)	Annual report and certification due March 1. Contractors submit separate certifications.		R, C	Annually: Due to DOE February 1. Due to DEQ March 1.	ESTD Director DEQ
F.56	H.32, 40 CFR 264.75, IDAPA 58.01.05.008	INL RCRA Permit Condition II.J.3 Biennial Report and Certification of Waste Generator Activities (2)	Biennial report and certification due March 1 of each even numbered year. Contractors submits separate certifications for DOE prepared report.		R, C	Biennially on even numbered years: Due to DOE January 15. Due to DEQ March 1.	ESTD Director DEQ
F.57	H.32, 40 CFR 70, IDAPA 58.01.01.300	MFC RCRA Permit Condition II.K.1. Waste Minimization Review and Plan/Certification (2)	4 year report/planned certification due March 1, 2007, and minimum of each 4 years in future. Contractors submit separate certifications to DOE. DOE submits certification to DEQ.		R, C	Due to DOE February 1. Due to DEQ March 1.	ESTD Director DEQ
F.58	H.32, 40 CFR 70, IDAPA 58.01.01.300	MFC RCRA Permit Condition V.M.2, 4 Year RSWF Liner Corrosion Report (2)	4 year assessment by corrosion expert; submittal by permittee to the DEQ within 45 days of receiving the report; next report due calendar year 2009.		R, C	Due to DOE no later than November 7, 2009. Due to DEQ December 31, 2009, and same dates every four years afterward.	ESTD Director DEQ
F.60	H.32, CFR 20.31	User's Report of Denatured Spirits	Annual usage of alcohol.		R, C	Annually: Due to DOE July 3 rd , Due to BATF July 15 th .	ESTD Director BATF
F.63	DOE O 450.1 Chg 3	Annual EMS Metrics Report	Provide response to EMS Annual Report Questions requested by DOE HQ HSS for the fiscal year.		R	Annually: by November 30 to DOE-ID.	ETSD Director
F.64	H.33, DOE O 450.1 Chg 3, 7 USC 2814, EO 13112	Annual Noxious Weed Report for the INL	Summary of efforts to control noxious weeds including current conditions, trends of weed infestations, and planned efforts for the next calendar year. Contractor submits to DOE-ID by due date, no advance submittal required.		R	Annually: by December 1.	ETSD Director
F.66	H.32 Title 39, Chapter 44, Section 11, (4) of the Idaho Statutes	Idaho Hazardous Waste Generator Annual Report	Annual report due 30 days after the end of each calendar year to DEQ. Contractor submits separate certification for DOE prepared report.		R, C	Annually: Due to DOE January 15; DOE due to DEQ January 30.	ESTD Director DEQ

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
G. SAFEGUARDS and SECURITY REQUIREMENTS							
G.1	DOE M 470.4-6 Chg 1	Material Control and Accountability Plan	Complete review of the Material Control and Accountability Plan by March 31 annually per DOE M 470.4-6 Chg 1.		R, A R – 45 days A – 7 days	Annually: March 31	SD Director
G.3	DOE M 470.4-1 Chg 1	Site Safeguards & Security Plan (SSSP)	Complete an annual review of the SSSP and update as necessary annually by September 30, per DOE M 470.4-1 Chg 1.		R, A R – 21 days A – 7 days	Annually: September 30	SD Director
G.5	DOE O 151.1C	Emergency Management Plan	Annually submit the updated INL Emergency Management Plan or documentation to support the annual review.		R - 21 days A - 7 days	Annually: September 30	Emergency Management Program Administrator
G.6	DOE O 151.1C	Emergency Readiness Assurance Plan	Submit Emergency Readiness Assurance Plan updates compliant with the governing directives annually.		R, A R - 21 days A - 7 days	Annually: September 30	Emergency Management Program Administrator
G.7	DOE O 151.1C	Hazards Survey/Assessment Document	Submit Hazards Survey/Assessment Document updates compliant with the governing directives.		R, A R - 21 days A - 7 days	As required	Emergency Management Program Administrator
H. OPERATIONS, SAFETY, HEALTH and QUALITY ASSURANCE							
H.1	DOE O 425.1D	Startup Notification Reports (SNRs)	The SNRs shall include, at a minimum, the level of readiness activity and the proposed startup authority level.		R - 14 days A - 7 days	Quarterly: Mar 15, June 15, Sept 15, Dec 15.	QSD Director DAM/Operations DOE-ID Director(s) for each facility or operational area
H.2	DOE O 422.1	Conduct of Operations Conformance Documents	Issue of DOE O 422.1 necessitates revision of LST-9000, Conduct of Operations Conformance Matrix, to reflect current DOE requirements and their applicability and implementation at INL Hazard Category 1, 2, and 3 nuclear facilities.		R - 21 days A - 7 days	1. At inception 2. When changes in condition require 3. Every three years based on initial approval	DAM/Operations DOE-ID Director(s) for each facility or operational area

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
H.3	DOE O 5480.20A Chg 1	Personnel Selection, Qualification and Training for Nuclear Facilities	<p>With respect to the selection, qualification and training of personnel for INL nuclear facilities:</p> <ul style="list-style-type: none"> a. Prepare and submit a Training Implementation Matrix to the DOE Manager for review and approval. b. Procedures for exemptions to specific training or qualification requirements for an individual. c. Provide written requests for certification extensions to the DOE Manager for approval. d. Prepare and submit an assessment of the need for a simulator, for Category A test and research reactors only. e. Report of periodic systemic evaluations of training and qualification programs. Perform periodic (at least biennially) systemic evaluations of training and qualification programs. 		<p>a. & b. R – 21 days A – 7 days</p> <p>c. R – 7 days A – 7 days</p> <p>d. R – 30 days A – 7 days</p> <p>e. R</p>	<p>a. & b. Within 90 days of contract takeover</p> <p>c. As needed</p> <p>d. As needed</p> <p>e. Biennially: initial due in July 2005</p>	<p>QSD Director AM/LO</p> <p>AM/RD AM/OS Main Program Manager</p> <p>AM/LO AM/RD AM/OS Main Program Manager</p> <p>AM/LO AM/RD AM/OS Main Program Manager</p>

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
H.4a	DOE O 430.1B, 10 CFR 830 Subpart A	Real Property Asset Management	<ul style="list-style-type: none"> a. A maintenance management program that includes a condition assessment of the real property assets, a work control system, management of deferred maintenance, a method to prioritize, and systems to budget and track maintenance expenditures. b. Identification of 5-year maintenance and repair requirements (sustainment) and funding for deferred maintenance reduction. c. Identification of 5-year recapitalization requirements to replace or modernize existing facilities. d. Condition assessments must be performed on real property assets at least once within a five-year period, and may be required more frequently for mission essential facilities and infrastructure. 		<ul style="list-style-type: none"> a. R b. A c. A d. N 	<ul style="list-style-type: none"> a. As needed b. Include annually in Ten Year Site Plan submittal. See Item I.3 c. Include annually in Ten Year Site Plan submittal. See Item I.3 d. Condition Assessment Program will support the reporting requirements of FIMS. 	AM/LO AM/OS AM/RD
H.4b	DOE O 433.1A	Maintenance Management Program for DOE Nuclear Facilities	Maintenance Implementation Plan (MIP) that uses a graded approach to address Nuclear Facility Maintenance program requirements.		R, A R-21 days A- 7 days	Within 120 days of contract to revalidate existing MIP(s) are in compliance. Biennial review and as needed for changes.	AM/LO AM/OS AM/RD
H.6	10 CFR 830 Subpart B	DSAs, TSRs, USQs	<ul style="list-style-type: none"> 1. Submit new PDSAs, DSAs, TSRs. 2. Submit annual DSA updates, and TSR changes. 3. Submit summaries of USQ determinations. 4. Submit Procedure for the USQ Process. 		a. R/A-90 days	As needed	AM/OS AM/RD QSD Director

**Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I**

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
H.9	DOE O 450.1 Chg 3, DOE M 450.4-1, DOE P 450.4, 48 CFR 970.5223-1	Integrated Safety Management	a. Prepare and submit the Annual ISMS Safety Performance Objectives, Performance Measures and Commitments, as part of the ISMS Effectiveness Review and Declaration b. Triennial update of ISMS Description Document (PDD-1004). Unless substantive interim changes are made		R, A	December 15 Annual January 31 Triennial, Next revision due 2015	AM/OS CO AM/OS AM/RD QSD Director
H.11	DOE O 420.1A	Fire Protection and Fire Marshal	Perform triennial management effectiveness assessments of the Program per DOE O 420.1B and provide assessment results to DOE.		N	Triennial: September	QSD Director
H.16	DOE M 231.1-1A Chg 2	Fire Protection Program	Submit the Annual Summary of Fire Damage covering the fire protection program and loss experience of the previous year.		Review and Submit to EH-1	March 31	DOE Fire Protection Engineer AM/LO AM/OS AM/RD
H.20	DOE O 420.1B, ANSI/ANS Series Standards	Criticality Safety Program	Annual Criticality Safety Program performance summary that includes the status of assessments, issues, corrective actions, infractions, requirements management, and training.		R	Annually: December 15	QSD Director
H.23	DOE O 420.1A, DOE O 430.1A, DOE O 433.1	Fire & Life Safety System Preventative Maintenance	Report of fire and life safety system preventive maintenance activities, within nuclear facilities.		N	Quarterly: Nov 15, Feb 15, May 15, Aug 15.	DOE Fire Protection Engineer DOE Maintenance Program Manager
H.24	DOE O 420.1A, DOE O 430.1A, DOE O 433.1	Fire & Life Safety System Preventative Maintenance	Report of fire and life safety system preventive maintenance activities for all water-based fire suppression systems within all Site areas to DOE.		N	Quarterly: Nov 15, Feb 15, May 15, Aug 15.	DOE Fire Protection Engineer DOE Maintenance Program Manager
H.27	DOE O 414.1C, 10 CFR 830 Subpart A	Quality Assurance Program	This QAP shall integrate the performance expectations of the QA Rule and Order with a consensus standard for quality assurance. The standard selected should suit the products and services of the organization (e.g., ASME NQA-1) and its customers.		A - 90 days	Annually	NE-ID Manager QSD Director AM/LO AM/OS AM/RD

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
H.29	DEAR 970.5204-2(b), DOE O 414.1C, DOE M 231.1-2, 10 CFR 830 Subpart A	Management and Independent Assessment Analysis	Provide analysis of occurrences of ORPS and contractor identified non-reportable events.		R	Quarterly	AM/OS AM/AS CO QSD Director
H.30	10 CFR 851.11	Worker Safety & Health Program	Provide an update to the Worker Safety & Health Program or a letter stating no changes to current approved program.		A	Annually: May 23	QSD Director CO AM/OS AM/RD
I. PROGRAMS							
I.3	DOE O 430.1B	Ten Year Site Plan	Content in accordance with DOE Order 430.1B.		A	Signature ready copy due June 23, or as requested, with an update due 30 days after the Annual Budget Roll Out	NE-HQ - 10 DOE-ID - 30 EM-HQ - 10 Other HQ - 10
I.5	DOE O 430.1B, CERCLA	INL Comprehensive Land Use and Facility Stewardship Report	Documents long-term land use plan and planning maps for facility areas, must include Record of Decision data.		A	September 30 or As required.	NE-HQ EM-HQ DOE-ID
I.6	DOE O 430.1B	Idaho Facilities Management Funded and Proposed Projects' Descriptions	Describes all planned General Plant Projects and Line Item Capital Projects under the purview of DOE. DOE-ID will be formally notified by letter if there are no significant programmatic changes or project updates that would justify the investment of resources to produce either deliverable. The letter, in lieu of the document, will be the deliverable.		R	Biannually: or as requested. Due dates will coincide with those of the Ten Year Site Plan, and 30 days after the Annual Budget Roll Out	NE-HQ DOE-ID
I.8	DOE O 430.1B	Annual Earthquake Report	Documents earthquake activity on and around the INL.		N	Biennial: Dec 21	DOE-ID
I.9	DOE O 430.2A	Annual Energy Usage Report	Electronic data to DOE-HQ, Federal Energy Management Program describes current year energy usage.		R	Annually: November 30	DOE-FEMP DOE-ID
I.10	Idaho Power Contract with NE ID	Annual Energy Usage Forecast to Idaho Power	Forecast energy usage for the next 12 months.		R	Annually: September 30	NE ID Idaho Power-1

Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I

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
I.14	Interagency Agreement # DE-A107-89ID12865 MOU Between Dept. of Army and DOE	Operating Reports	Provide a monthly report, including Engineering Projects Status, in accordance with the reference document.		R	Monthly: 10 th or next business day	DOE SMC Division Director Team Lead DOE CFO SMC Program Analyst
I.15	Interagency Agreement # DE-A107-89ID12865 MOU Between Dept. of Army and DOE	Five Year Funding Profile	Submit projected budgets across SMC Program business tasks for current year and next 5 fiscal years in accordance to reference document.		R, A	Semi-Annually: 1st Qtr (12/31) and 3 rd Qtr (6/30), or as required	SMC Division Director
I.20	Interagency Agreement # DE-A107-89ID12865 MOU Between Dept. of Army and DOE	Quarterly Security Clearance Reinvestigation Report	Provide security clearance reinvestigation report for cleared contractor personnel.		A	Quarterly	SMC Division Director
I.25	SMC Program Management Plan	In-Production-Review (IPR)	Provide information in accordance with the reference document.		R	Semi-Annually: 1 st Qtr (12/31) and 3 rd Qtr (6/30), or as required	DOE SMC Division Director
I.26	SMC Program Management Plan	Engineering Projects Five Year Plan	Provide Engineering Projects Five Year Plan in accordance with the reference document.		R	Annually: By July 31	DOE SMC Program Office
I.29	DOE O 413.2B	LDRD Annual Report	Detailed annual report of LDRD expenditures and Technical projects & accomplishments.		R	Annually: By March 31	CO Chief Scientist
I.30	DOE O 413.2A	LDRD Management Plan	Draft Annual Plan for managing LDRD initiatives funded and processes.		A	Annually: By June 30	CO Chief Scientist
I.31	DOE Policy Manual, Secretary of Energy Guidance; Annual Instructional Planning Instructions	INL Strategic Plan	Annual Strategic Plan describing INL mission, vision, critical attributes and strategies from an INL-wide perspective.		A	Annually: By October 1	DOE Manager CO CFAO Chief Scientist
I.35	H.23(f)	ATR Programs and ATR NSUF Mid-Year Review	Year to date program performance status, outlook, issues, actions needed, and Agreements and Commitments.		R	Annually: typically March to May	10 copies

Contract No. DE-AC07-05ID14517
Modification No. 269
Section J Attachment I

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
I.36	H.23(f)	ATR Budget Briefing and Technical Review	Year-to-date program performance status, out-year program requirements, funding issues, unfounded needs, and Agreements and Commitments.		R	Annually; typically October to December	
I.40	I.30	Technology Transfer Records	Report on INL's technology transfer activities.		A	Annually	CO Tech Transfer IP Counsel
I.41	I.30	Technology Transfer Plan	Plan for conducting its technology transfer function for the upcoming year.		R	Annually; October 1st	CO Tech Transfer IP Counsel
I.42	DOE O 412.1A, G.2 – Technical Direction from CORs H.21 (7) – Aligns financial plans within the approved baseline	Contract Baseline	Represents COR work scope authorization and the committed deliverables. Established at the start of the fiscal year it bounds all direct work performed under the contract and is used by the DOE COR's to provide technical direction. Once approved, it authorizes detailed work planning and the development of INL baseline plans.		A	Draft Program Planning Documents due annually August 15. Final due annually September 20	Deputy Laboratory Director S&T Associate Laboratory Directors (S&T), Program Integration Office Financial Operations, Project Management Office

**EMPLOYEE MANAGEMENT PROGRAM
ADVANCED UNDERSTANDING**

TABLE OF CONTENTS

PART - 1- INTRODUCTION1

PART - 2 - DEFINITIONS.....2

PART - 3 - LABOR RELATIONS PROGRAM.....3

PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES.....3

 A. Exempt and Nonexempt Salaried Employees.....3

 B. Salary Administration4

 C. Annual Compensation Increase Plan (CIP)4

 D. Premium Pay and Additional Compensation.....5

 E. Meal Allowance5

 F. Overtime Management.....5

 G. Severance Pay5

 H. Furlough.....5

 I. Pay in Lieu of Notice5

 J. Non-Chargeable Step Progressions.....5

 K. Nuclear Facility Technician Certification Bonus Program.....5

PART - 5 - BENEFIT PROGRAMS AND POLICIES6

 A. Contractor Service Credit for Purposes of Benefits.....6

 B. Holidays7

 C. Leave of Absence Programs7

 D. Defined Benefit Pension Plan and Defined Contribution Pension Plan10

PART - 6 - EMPLOYEE PROGRAMS10

 A. Training Programs10

 B. Education Programs10

C. Reimbursement for Memberships, Professional Fees, Dues, and Licenses.....10

D. Participation in Association Activities.....11

E. Retraining for Displaced Employees11

F. Employee Health & Welfare, Morale, and Recognition Programs and Activities11

G. Safety Programs and Awards.....12

H. Workplace Substance Abuse Program.....12

PART - 7 - TRAVEL AND RELOCATION.....12

A. General.....12

B. Relocation12

C. Visa12

D. Temporary Assignments/Location Change.....12

PART - 8 - MISCELLANEOUS POLICIES14

A. Personnel Borrowed.....14

B. Special Assignments/Personnel Loaned14

C. Clothing.....14

D. Medical Examinations14

E. Personnel Recruitment.....14

F. Employee Association (EA)15

G. Community Relations15

H. Workforce Restructuring15

PART - 1- INTRODUCTION

- A. This attachment sets forth allowable costs by advanced understanding for the Contractor's costs of wages and other employee benefit programs. This advance understanding shall be incorporated into Section J, Attachment L entitled, "Employee Management Program." Changes to the advance understanding shall receive the written approval of the Contracting Officer.
- B. The Contractor shall select, manage, and direct the work force; and apply the policies set forth herein in general conformity with the methods used in its private operations insofar as those methods are consistent with this contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurring the costs.
- C. The Contractor maintains Policy (POL) documents, lab-wide procedures (LWPs), the Management Resource Manual, an Employee Handbook (HBK-25001) and a Benefits Handbook (HBK-25002) that contain detailed information regarding the policies referred to in this document.
- D. Either party may request that this Attachment be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Attachment shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36), as approved by the CO or designated representative. When revisions to this Attachment are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes.

PART - 2 - DEFINITIONS

- A. Adjustment. Change in salary outside the normal salary program required to establish either internal or external equity for a given position.
- B. Base Rate or Base Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, established for each job classification in accordance with the approved wage and salary schedules.
- C. Contractor. Battelle Energy Alliance, LLC (BEA).
- D. Critical Hire. Critical hires or critical skills positions are defined as those for which the knowledge, skills and abilities or educational requirements are such that they would not be expected to be found in the INL general workforce. In addition, critical hires possess skills in fields that are in competitive markets. These individuals possess unique positions and/or access to unique capabilities in their fields. Critical hires are established professionals in private industry, the US military forces, other national laboratories, or educational institutions. The critical hires skill set are not specifically limited to support the mission areas, but represent the more broad based needs and functions to perform laboratory work.
- E. Exempt Salaried Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws.
- F. DEAR. Department of Energy Acquisition Regulation. The DEAR implements and supplements the Federal Acquisition Regulation (FAR) and is not, by itself, a complete document; it must be used in conjunction with the FAR. The DEAR is divided into the same parts, subparts, sections, subsections and paragraphs as is the FAR. However, when the FAR coverage is adequate by itself, there will be no corresponding DEAR part, subpart, etc.
- G. Employee. A person hired by and working for the Contractor.
- H. FAR. Federal Acquisition Regulations are a series of regulations issued by the Federal government of the United States that concern the requirements of contractors for selling to the government, the terms under which the government obtains ownership, title and control of the goods or services purchased, and rules on specifications, payments and conduct and actions regarding solicitation of proposals or bids and payment of invoices.
- I. FTR. Federal Travel Regulation. The FTR governs temporary duty travel allowances; relocation allowances; payment of expenses connected with the death of certain employees; and payment from a non-federal source for travel expenses.
- J. Merit Increase. Increase in the salary of an employee within the established rate range of employee's job classification, which is granted consistent with approved salary increase guidelines.
- K. Nonexempt Salaried Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws, and are not covered by a collective bargaining agreement. They are on the weekly salaried or hourly payroll.

- L. Project Hire. An exempt (may be nonexempt in unique/rare circumstances) employee hired to perform a specific task or work on a specific well-defined project and whose services will not be required when the specific task or project is completed.
- M. Salaried Employees. Includes both exempt and nonexempt non-represented employees.
- N. Seconded Employee. Personnel that are loaned between BEA and other entities, such as our teaming partners, to assume temporary duties. This may also be referred to as a leased employee
- O. Severance Pay. A week's pay for layoff purposes is equal to the employee's straight time hourly rate times 40. Premium pay for shift differential, overtime, or like payments, is excluded.
- P. Straight-time hourly rate. See *Base Rate or Base Salary* definition.
- Q. Strategic Hire. Senior scientists or engineers with a national and/or international reputation and established area of program support relevant to the INL mission and vision.
- R. Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).
- S. Workweek. A 40-hour work week.

PART - 3 - LABOR RELATIONS PROGRAM

The contractor's Labor Relations Program will be managed in accordance with contract clauses H.14(d), H.16, H.17, H.20, H.29, and I.20.

The Contractor will provide DOE notification and an estimate of costs associated with any action by the Contractor under the Labor Management Relations Act of 1947, as amended, and/or involving the National Labor Relations Board.

Costs of wages and fringe benefits to employees represented by collective bargaining units, not in excess of those provided in the Collective Bargaining Agreements shall be allowable. All other costs, such as expenses relating to the grievance processing and settlements, arbitration and arbitration awards and other costs and expenses incurred pursuant to the provisions of the Collective Bargaining Agreements and revisions thereto are allowable costs hereunder.

PART - 4 - PAY AND SALARY ADMINISTRATION POLICIES

A. Exempt and Nonexempt Salaried Employees

The Contractor shall submit its Compensation Program for *exempt and nonexempt salaried employees (see definitions)* to the DOE Contracting Officer for periodic review in accordance with Contract requirements. Proposed major compensation design changes will also be submitted for review and approval. Administration of wages and salaries under this contract shall be carried out in accordance with recognized wage and salary administration

principles. The principles shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditures of public funds and which shall result in payment of total compensation to individual *employees (see definitions)* conforming to the standards of reasonableness, allowability and allocability as contemplated by FAR (*see definitions*) Subpart 31.201. Also see contract clause H.14(c)(1).

B. Salary Administration

1. Employee and management salaries are allowable in accordance with company policies. Salary actions for the Laboratory Director and the four most highly compensated employees who report directly to the Laboratory Director must be approved by DOE-ID, in accordance with FAR 31.205-6 and contract clause H.14(c)(5).
2. Rate Increases. Employees paid below the minimum rate for their range will have their salaries/pay rate increased to reflect a new rate when salary ranges are adjusted.
3. Red Circle Rates. Employees paid above the maximum rate for their range will be placed in a “red circle” classification. They shall receive no *base salary (see definitions) adjustments (see definitions)* until such time as the rate range is increased to include their pay. They will then be eligible for increases that will result in them being paid no more than the maximum for their range.
4. Bonuses and Salary Compensations. Bonuses and incentive compensation are allowable in accordance with the provisions of FAR 31.205-6. Specific details are provided in the Compensation Increase Plan (CIP).

C. Annual Compensation Increase Plan (CIP)

1. Each year, the Contractor will develop, in accordance with DOE guidance, a CIP for review and approval by the CO.
2. All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund.
3. Increases due to movement from non-fund generating positions; i.e., represented positions to non-represented positions or temporary positions to permanent positions, provided they were competitively bid, are allowable and not chargeable to the fund.
4. When an internal or external candidate is hired for an open competed (posted) job that results in a promotion, the resulting action will not be charged to the CIP promotion funds. However, when an employee is reassigned, reclassified, or promoted without competition to a higher level job, the action will be charged to the CIP promotion fund.

5. Increases due to a formal salary equity analysis are allowable and are not chargeable to the fund.

D. Premium Pay and Additional Compensation

Costs are allowable and will be paid in accordance with BEA POL-25101, "Pay Policies."

E. Meal Allowance

Costs are allowable and will be paid in accordance with LWP-1106, "Unscheduled Overtime Meals."

F. Overtime Management

Costs for overtime are allowable in accordance with contract clause I.21. Should the 4% contractual requirement be exceeded due to overtime of the INL Protective Force and Fire Departments, DOE-ID will not require further overtime controls.

G. Severance Pay

Costs are allowable in accordance with contract clause H.15 and calculated based on years of service as described in BEA HBK-25002, "Benefits Handbook."

H. Furlough

In an effort to avoid or minimize layoffs, furloughs may be implemented. A furlough is a temporary, defined period of unpaid time off, at the end of which the employee returns to work on a paid basis. In each event of a furlough, the Laboratory will communicate the dates; increments; impacted organizations and positions; and questions and answers in a BEA Furlough Plan customized to that specific event. Furloughs will be implemented in accordance with collective bargaining agreements, and in accordance with applicable laws, rules and regulations.

I. Pay in Lieu of Notice

When an employee is terminated by the Laboratory for any reason except "discharged for cause," they may receive pay in lieu of notice up to two (2) weeks.

J. Non-Chargeable Step Progressions

Non-chargeable step progressions for personnel that meet established, documented criteria (such as the Nuclear Facility Technicians and certain Specific Manufacturing Capability) are approved.

K. Nuclear Facility Technician Certification Bonus Program

An annual certification bonus will be paid to all employees who, at the request of the Contractor, maintain active certifications in the Reactor Operations Certification Program. An eligible employee transferring to a non-eligible position or terminating will not receive a bonus for the time spent in an eligible position prior to transfer/termination.

PART - 5 - BENEFIT PROGRAMS AND POLICIES

The employee benefit plans and all amendments thereto, shall be subject to prior DOE-ID Contracting Officer approval. Related costs, described in this part are approved by DOE for application to employees working on this contract and are allowable.

The plans may be continued from year to year without further DOE approval, even though experience under the plan may result in increased premium cost, providing the benefits are not changed. The Contractor will notify the DOE-ID Contracting Officer of any change in costs (e.g., premium rates) which are not attributable to a change in benefits. The impact of all personnel policies on participation in these plans will be described in the individual plan descriptions.

The Laboratory has in effect the following benefit plans that are approved by DOE.

- Flexible Benefits Program
- Vision Insurance
- Retirement Plan
- Dental Insurance
- Investment Plan
- Business Travel Accident
- Medical Plan, including retiree medical coverage
- Life Insurance
- Dependent Life Insurance
- Long-Term Disability Insurance
- Flex Spending Accounts
- Short-Term Disability Insurance
- Long-Term Care Insurance
- Accidental Death & Dismemberment Insurance

A. Contractor Service Credit for Purposes of Benefits

1. Contractor service credit shall encompass that period of uninterrupted active service rendered by an employee for the Contractor from the most recent date of employment, with special applications as outlined in this Attachment J-L.
2. Employees transferring to the INL Contractor from other contractors participating in the INL benefit programs will receive continuous benefit plan credit based upon their credited service as current participants in the INL benefit programs. Employees who transfer in from contractors who are not part of the INL Contractor's corporation and who are not participating in the INL benefit programs will not have prior service credit transferred but will start accruing service based on their service time with the INL Contractor. See contract clause H.14(c)(2).
3. Prior service credit for employees transferring to the Contractor from the parent company or its subsidiaries will be applied in accordance with this contract and the Contractor's service credit policies regarding leave accrued, and participation in other contractor benefit plans other than the defined-benefit and defined-contribution pension plans. Employees transferring to the INL Contractor from the parent company or its subsidiaries will be credited with prior service credit for purposes of vesting in the defined-contribution pension plans.

4. There will be no duplication of benefits in allowing prior service credit.
5. Should an employee of the Contractor be laid off and subsequently rehired within a twelve (12) month period, the recognized Contractor service credit will be considered continuous if they repay all severance pay they received at termination.
6. For part-time and casual employees, service credits are calculated based on hours worked and holidays. When 2,080 paid hours are accumulated, one (1) year of service will be credited.
7. Personal leave (PL) and short-term disability (STD) bank hours privileges for employees acquired as a result of mergers, purchases, trades, transfer from the parent company and its subsidiaries, or other similar methods of acquiring employees, shall be determined as though their continuous service in the acquired operations was service rendered in the employ of the Contractor.
8. Employees hired as strategic hires will receive recognized service credit based on the demonstrated relevance of past employment as compared to the Contractor position. The Contractor has the authority to offer PL accrual rates in excess of 2.77 hrs/wk to strategic hires, as well as sign-on bonuses and participation in incentive compensation. Strategic hires are announced via a letter to DOE.
9. Employees hired as critical hires may receive recognized credit based on the demonstrated relevance of past employment as compared to the Contractor position. The authority for granting service credit in excess of 2.77 hrs/wk for critical hires resides with the Laboratory Director and/or the Deputy Laboratory Director for Management.
10. Employees whose positions are identified on the List of Key Personnel will receive recognized service based on the demonstrated relevance of past employment as compared to the Contractor positions.

B. Holidays

Eighty hours of holiday will be credited annually and employees will be paid for their regular scheduled hours at their regular base rate.

C. Leave of Absence Programs

The Contractor reviews the leave of absence programs in the context of industry trends and employee/supervisor inquiries (particularly recurring inquiries). The costs of the INL Contractor leave programs are allowable expenses in accordance with FAR 31.205-6(m).

1. Personal Leave/Short-Term Disability

Personal leave (PL) is earned under two systems, depending on the employee's hire date. Former B&W employees hired before July 1, 1976, former EG&G employees hired before October 1, 1976, and former WINCO employees hired before January 1, 1977 (dump system employees) receive their annual PL in a lump sum on the first workday in January, while employees hired on or after these dates (accrual system employees) receive their annual PL in weekly accruals.

- a. Employees, except those on the dump system, will earn PL and STD for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such a week according to the following schedule:

Months of Service	Hours Per Week			Hours Per Year		
	PL	STD	Total	PL	STD	Total
0 through 60	2.77	0.62	3.39	144	32	176
61 through 108	3.23	0.62	3.85	168	32	200
109 through 228	3.54	0.62	4.16	184	32	216
229 or more	4.31	0.62	4.93	224	32	256

- b. Employees in the dump system will earn STD hours at the rate of 0.62 hours for each workweek they are in pay status (defined to include insured STD and workers' compensation wage reimbursement payments) for not less than one-half of the work hours scheduled for such week.
- c. PL and STD bank hours for which a part-time employee is entitled are calculated at the rate of one week's accrual for each 40 hours worked as follows:

Cumulative Hours Worked	Leave Per 40 Hours Worked		
	PL	STD	Total
173 through 10,400	2.77	0.62	3.39
10,401 through 18,720	3.23	0.62	3.86
18,721 through 39,520	3.54	0.62	4.16
39,521 or more	4.31	0.62	4.93

- d. Employees who are assigned to work at the site may earn up to 0.29 hours per week of additional PL, if they work at least 80% of their work week at the site for a minimum period of four consecutive weeks.
- e. In accordance with Contractor policies, an employee may receive an advance of PL or donations of PL from other employees under certain circumstances of need.
- f. In accordance with Contractor policies, employees may cash out their PL in the event of financial hardship that meets IRS criteria.

2. Miscellaneous Personal Leave

Personal Leave Carryover Maximums

Months of Service	Maximum Carryover
0 Through 60	200 Hours
61 Through 120	240 Hours
121 or More	320 Hours

- a. The Contractor HR&D Director, or DOE in the event of a request for carryover of excess amounts for three or more consecutive years, may approve the general carryover of PL hours in excess of these maximums. Requests to exceed these limits will not be granted unless a compelling extraordinary rational exists. It is expected that such excess carryover will be taken in the next calendar year. Absent any further exceptions, any PL hours in excess of these limits at the end of the next calendar year will be forfeited.
- b. All unused PL hours in excess of the allowed carryover limits (that are not approved by the Contractor for special carryover) at the end of the calendar year shall be forfeited and the employee may not be paid for such forfeited PL.
- c. In applying the carryover limits, PL hours that may have been donated to other Laboratory employees (but not actually transferred pending final determination of how many hours will actually be needed by the recipient) will not be counted.
- d. There shall be no limit to the number of unused STD bank hours that an employee may carry over.
- e. Upon termination for any reason, including retirement or layoff, except as noted below, employees will be paid a lump sum for any PL credited but not used. Upon termination for any reason, including retirement or layoff, employees will not be paid for unused STD bank hours.
- f. Any employee who transfers from the Contractor to another corporate entity, will have the option of transferring all or part of his/her unused PL to the new employer, depending upon the ability of the new employer to receive this PL, or be paid off in a lump sum before transferring.
- g. In those situations where an employee transfers to the Contractor directly from another corporate entity, the Contractor may recognize and transfer in the accrued PL from the losing employer. The contractor may also transfer and accrue STD hours up to the maximum of 500 hours from the other corporate entity.

3. Integrated Health and Disability Absence Policies

Costs are allowable under this contract and administered in accordance with BEA Handbook 25002, "Benefits Handbook."

4. Bereavement, Court, Military, and Professional Leaves

Costs are allowable under this contract and administered in accordance with BEA HBK-25002, "Benefits Handbook."

5. Time-Off-Without-Pay

Costs are allowable under this contract and administered in accordance with BEA Handbook-25002, "Benefits Handbook."

6. Other Approved Leave

In accordance with laboratory policies, approved leave, payable at straight time rates, will be allowable for the following reasons:

- a. Due to facility closures, for bad weather, civil defense exercises, or other DOE approved activities.
- b. For unavoidable partial day absences of exempt employees who have exhausted their paid leave benefits (including personal leave and/or short-term disability bank hours) and who cannot make up the absence within the same work week.
- c. To account for absences resulting from incident investigations in situations that may result in disciplinary action, including security suspension pay governed by 10 CFR Part 710.

D. Defined Benefit Pension Plan and Defined Contribution Pension Plan

Costs are allowable in accordance with contract clauses H.14(c)(3) & (4) and FAR 52.215-15 and 18.

PART - 6 - EMPLOYEE PROGRAMS

A. Training Programs

Costs associated with Contractor-Directed and Contractor-Endorsed Training Programs are allowable in accordance with the regulations of FAR 31.205-44.

B. Education Programs

Costs associated with the INL Education Programs are allowable in accordance with the regulations of FAR 31.205-44.

C. Reimbursement for Memberships, Professional Fees, Dues, and Licenses

Professional licenses, certifications, and memberships are critical to national and international scientific recognition. Additionally many DOE and other federal regulations

require licensing to perform certain functions or job responsibilities. The INL encourages and promotes employee participation in professional societies and supports INL employees pursuing required licenses and/or certifications. Costs incurred for employees' membership fees, licenses, and certifications are allowable in accordance with FAR 31.205-43 and 44 and administered in accordance with BEA HBK-25001, "Employee Handbook "and LWP-75, "INL Education Program."

D. Participation in Association Activities

Cost incurred as a result of participation in the activities of technical, professional, and business associations will be allowed, as indicated below, when such participation is beneficial to the work under this contract and does not interfere significantly with the employee's primary assignment under this contract.

The costs allowed will be as follows:

- a. Salaries while participating in these activities.
- b. Registration fees for attendance at conventions, conferences, expositions, and other meetings; such fees to include only the minimum requirements for attendance.
- c. Travel expenses connected with the attendance mentioned immediately above; such expenses to be in accordance with the approved travel policies stated elsewhere in this Attachment.
- d. Incidental costs of materials and services incurred in preparing papers and reports related to attendance at conventions, conferences, expositions and other meetings.

E. Retraining for Displaced Employees

Salaries and hourly employees whose jobs are likely to be eliminated due to changes in the Contractor's scope of work or budgetary reductions may be offered opportunities for retraining. Retraining programs will be designed to provide occupational skills which are in demand by the contractor or by other employers locally, regionally, or nationally, as appropriate. Where possible, training will be sufficient to make the individual employable at his or her current level of pay or in a field with prospects for advancement to this level in a reasonable period. Tuition payments for courses to qualify displaced employees for outside employment may be approved by the Contractor. Retraining for outside employment may be conducted during working hours under programs approved by DOE.

F. Employee Health & Welfare, Morale, and Recognition Programs and Activities

The Contractor establishes and maintains programs to boost morale, promote goodwill, and to recognize and award employees for performance and service. Activities will be consistent with FAR 31.205-13 and FAR 31.205-6. The allocation of monies to various activities will be at the discretion of the Contractor. Contractor activities for employee morale and recognition include awards, dinners, picnics, parties, etc.

G. Safety Programs and Awards

The Contractor trains personnel in safety, first aid, and other safety matters, conducts contests, gives awards, and holds functions to promote safety and morale. Costs in pursuant of company level policy are allowable in accordance with FAR 31.205-13. Items and activities include: educational materials, awards, safety dinners, certificates, plaques, outside speakers, movie films, hall rentals, and site programs.

H. Workplace Substance Abuse Program

Costs are allowable in accordance with contract clause I.24.

PART - 7 - TRAVEL AND RELOCATION

A. General

Except as noted below, allowable costs for business travel, foreign travel, subsistence and relocation expenses of employees will be in accordance with FAR 31.205-35 and 31.205-46. The Contractor HR&D Director approves exceptions to the provisions described herein that are within FAR, DEAR and *FTR* (*see definitions*) regulations.

B. Relocation

1. Relocation for New Hires. INL allows relocation expenses for new hires into exempt positions as well as certain nonexempt positions such as Nuclear Facility Technicians.
 - a. The contractor may pay shipment of personal effects up to 30,000 pounds net weight and the shipment of two personal vehicles.
2. Relocation for Project Hires. A Project Hire is eligible to receive limited relocation benefits. The Contractor may pay some temporary relocation and housing expenses, subject to the same restrictions as employees on temporary assignment.

C. Visa

Reasonable and necessary costs for establishing and maintaining U. S. visas for employees and their immediate family are allowable so long as establishing and maintaining the visas are necessary for the performance of the employees' job responsibilities. Such costs include, but are not limited to, legal fees, filing fees, and travel costs (for employee and immediate family). Budget is approved annually in advance by the DOE Contracting Officer.

D. Temporary Assignments/Location Change

1. Temporary Assignments from 30-365 days. Assignment of an employee for an anticipated period of 365 days or less, but more than 30 days, is considered temporary. INL will reimburse employees for travel expenses in the same manner as the INL reimburses employees for regular business travel expenses incurred on trips of 30 days or less. However, for trips of 31-90 days, the Contractor may classify the time as business travel or a temporary assignment. Employees on temporary assignments are paid on a per diem basis for the entire term of the assignment.

- a. Reimbursement while on Temporary Assignment. An employee on temporary assignment shall receive full lodging, meals and an incidental expense per diem for the first 60 calendar days of the temporary assignment or until semi-permanent housing is obtained. After the first 60 days or after semi-permanent housing is obtained (whichever occurs first), reimbursement for meals and incidental expenses is reduced to 65% of the per diem rate for the location of the assignment. If all eligibility requirements are met (i.e., maintaining duplicate residences, etc.), employees will be eligible for this per diem. While on full per diem, receipts for lodging expenses are required. No receipts are required for reimbursement once semi-permanent housing is obtained or 60 days has expired.
 - b. Lodging while on Temporary Assignment. The lodging portion of the per diem allowance for temporary assignees will not be disallowed except when an absence from the temporary assignment location is sufficiently long to warrant termination of lodging arrangements.
 - c. Travel Home While on Temporary Assignment. While on temporary assignment, employees may be eligible to receive one return trip home for each consecutive four-week period provided business travel has not been provided otherwise. An employee's spouse or other immediate family member may be sent to the temporary work location in lieu of a return trip home provided the action is at least cost neutral.
 - d. Employee's Vacant Home. An employee whose house is vacant due to a temporary assignment may be reimbursed for reasonable and actual home maintenance and/or lease management expenses.
 - e. Personal Effects and Vehicle Shipment. The contractor may pay shipment of 2,500 pounds net weight and the shipment of one vehicle.
2. Permanent Assignment. Unless otherwise approved by the Contractor HR&D Director and the appropriate LMT member, a temporary assignment is reclassified as a permanent assignment if it exceeds 12 months.
 3. Washington, D.C. Assignments. Assignments of INL personnel to the Washington D.C. area are, and will be, in accordance with DOE Notice 350.2, *Supplemental Requirements for the Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C. Area*, and DOE O 350.2A *Use of Management and Operating (M&O) or Other Facility Management Contractor Employees for Services to DOE in the Washington D.C. Area*. Legislative assignments in the Washington D.C. area are subject to the requirements of DOE O 350.2. Assignments are approved by the Contractor Science and Technology (S&T) Council Chair and/or DOE-ID.
 4. Intergovernmental Personnel Act (IPA) Assignments. An IPA assignment is a temporary transfer of skilled personnel between the Federal Government and State or local governments, institutions of higher education, Native American Tribal governments, and eligible non-Federal "other organizations, including Federally

Funded Research and Development Centers. Costs associated with IPA assignments are allowable as approved by the appropriate Contractor LMT Member.

5. Foreign Travel Assignments. The Contractor reimburses travel expenses associated with foreign business travel in accordance with applicable FAR, DEAR and FTR guidelines.

PART - 8 - MISCELLANEOUS POLICIES

A. Personnel Borrowed

The cost associated with Battelle Corporation or affiliate employees who do not work for the INL Contractor, but are borrowed for incidental work under this Contract is allowable. Reimbursement for the time such employees work under this Contract is allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract includes the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel is allowed on the same basis as for INL Contractor employees.

B. Special Assignments/Personnel Loaned

Special Assignments that support the Laboratory Agenda and/or enhance the Laboratory's reputation are reimbursable under the INL Contract. Examples of allowable special assignments include: internships, service on board of directors, interagency personnel loans, affiliate staff scientists, joint appointments, sabbaticals, fellowships, and post-doctorals.

C. Clothing

1. Uniform and Clothing Expense

Costs are allowable for special clothing, uniforms, and shoes for employees who are required or allowed to wear them for various reasons such as housekeeping, guard exercise clothing, etc. Costs are also allowable for the laundering of such special clothing

2. Loss of, or Damage to, Employees' Clothing and Personal Effects

Employees may be reimbursed for clothing and personal effects damaged or destroyed on plant or laboratory premises as a result of fire, explosion, radioactive contamination, or other similar incidents, under circumstances in which the employee is not negligent in failing to use protective clothing. Reimbursement is made only for cost not covered under other insurance.

D. Medical Examinations

The Contractor may authorize or require any employee or prospective employee to submit to a medical examination when such examination is considered advisable. Costs of such examinations are reimbursable.

E. Personnel Recruitment

In accordance with FAR 31.205-34, reasonable and necessary expenses incurred in the recruitment of personnel, including but not necessarily limited to expenses for help wanted

advertising; employment offices; travel of employees on recruiting assignments; preparation of booklets, INL logo items, and other recruiting material such as pens, pencils, coffee mugs, and other trinkets; and the use of employment agencies or executive search organizations at rates not in excess of standard commercial rates, shall be allowable. Costs for candidate interviews are allowable to include meal cost for employees and candidates, travel cost for interviewees and family in accordance with the FAR and the Contractor travel guidelines. The Contractor will include expenditures for attracting qualified women and minority candidates in its recruiting budget.

F. Employee Association (EA)

The Employee Association is a nonprofit organization of Contractor employees which promotes and sponsors social, education, recreational, and other matters of common interest for members in order to create an atmosphere conducive to good fellowship and high morale. It also sponsors and participates in fund-raising activities for a charitable purpose. Allowable costs for the EA are approved by the Director Communications and Public Affairs.

G. Community Relations

1. The Contractor may make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the local area toward achieving civic, diversity and affirmative action goals (e.g. Bond drives, charitable drives, United Way, participation in energy-use reduction studies, city councils, and school boards).
2. The Contractor may also conduct appropriate community relations activities for the purpose of assisting in the recruitment and retention of qualified personnel, and to improve the representation of women and minorities. Examples of programs which come under this provision are exhibits at science and technical shows, universities, career fairs and related activities; presentations to special interest groups showing opportunities in energy fields and at the INL in particular; on-site tours for local organizations; and presentations to enhance interest in technical careers.
3. The salaries, wages and fringe benefits of employees while engaged in such approved activities are allowable costs. Any commitment of labor has the prior approval of the Deputy Laboratory Director for Management.
4. Award items, valued less than \$100, for speakers and chairpersons of approved events as well as an honorarium, not to exceed the micro-purchase level of the FAR, and travel expenses for keynote speakers are provided as allowable costs.
5. Costs incurred during the conduct of on-site charitable works are allowable (e.g. Team INL for License to Lead, Christmas for Families, Angel Tree Program, United Way.)

H. Workforce Restructuring

See contract clause H.30 and I.26.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGE OF

2

2

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>- Pay and Salary Administration Policies, Section H; The following sections will be deleted in their entirety and will read RESERVED (Section J-O, Current Program and Project Descriptions, Section J-Q, Discretionary Incumbent Management Positions, Section J-E, Facility Ownership List, Section J-H, Property Lists, Section J-N, Facility Descriptions).</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 09/30/2014</p>				