

2. AMENDMENT/MODIFICATION NO. <b>M083</b>	3. EFFECTIVE DATE <b>See Block 16c</b>	4. REQUISITION/PURCHASE REQ. NO. <b>NOPR</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>US. Department of Energy Idaho Operations Office (DOE-ID) Contract Management Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415</b>	7. ADMINISTERED BY (If other than Item 6) <b>Diane Long, Contract Specialist (208) 526-0949</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) <b>Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, ID 83415</b>	9A. AMENDMENT OF SOLICITATION NO. _____ 9B. DATED (SEE ITEM 11) _____
CODE _____ FACILITY CODE _____	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC07-05ID14517</b> 10B. DATED (SEE ITEM 13) <b>November 9, 2004</b>

**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 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 ACKNOWLEDGMENT 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)**

**N/A**

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):  <b>THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	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).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Bilateral Modification: Mutual Agreement of the Parties FAR 43.103 (a)(3)</b>
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return [3] copies to the issuing office.

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

**The purpose of this modification is to incorporate Changes to Part II, Section I Contract Clauses, Incorporate revised Part II, Section I Contract Clauses Table of Contents, and Revise Part I Section G, Contract Administration Data.**

(See Continuation)

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

15A. NAME AND TITLE OF SIGNER (Type or print)  <b>Lisa Sehlke, Manager Prime Contract &amp; Performance Management</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  <b>Michael L. Adams Contracting Officer</b>
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15B. CONTRACTOR/OFFEROR BY <u><i>Lisa A. Sehlke</i></u> (Signature of person authorized to sign)	15C. DATE SIGNED <b>10/16/07</b>	16B. UNITED STATES OF AMERICA BY <u><i>Michael L. Adams</i></u> (Signature of Contracting Officer)	16C. DATE SIGNED <b>10/17/07</b>
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Continuation page

**Part II, Section I, Contract Clauses I.62 FAR 52.219-28 – Post-Award Small Business Program Representation. (JUN 2007) is incorporated in full text.**

I.62 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUN 2007)

(a) *Definitions.* As used in this clause--

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and  
(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [*Contractor to sign and date and insert authorized signer's name and title*].

**Part II, Section I, Table of Contents, is deleted in its entirety and replaced with Part II Section I, Table of Contents (4 pages attached).**

**Part I Section G, Contract Administration Data:**

Paragraph G.1 (b) is changed to read Michael L. Adams in lieu of Cheryl A. Thompson.

**G.6 Contract Administration is corrected to read as follows:**

Contract Management Division  
ATTN: Suzette M. Olson  
Telephone (208) 526-7385  
Fax: (208) 526-8789  
Email: olsonsm@id.doe.gov

All other terms and conditions remain unchanged.

**Part II Section I  
Contract Clauses**

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<sup>6</sup> I.29 Updated By Modification M073

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