

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. M033	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Idaho Operations Office (DOE-ID) Site Services Division 1955 Fremont Avenue Idaho Falls, ID 83401-1221		7. ADMINISTERED BY (If other than Item 6) Diane C. Long, Contract Specialist (208) 526-0949		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, ID 83415				9A. AMENDMENT OF SOLICITATION NO.	
CODE				9B. DATED (SEE ITEM 11)	
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517	
				10B. DATED (SEE ITEM 13) November 9, 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 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): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Modification IAW final rule published by Department of Energy (70 Federal Register 71038)."
	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 DEAR 970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005) to Part II Section I, Contract Clause, and update Part II Section I, Contract Clauses and Table of Contents.

(See Continuation Page)

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) LISA A. SEHLKE Prime Contract and Performance Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL L. ADAMS Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>Lisa A. Sehlke</u> (Signature of person authorized to sign)	<u>2/6/06</u>	BY <u>Michael L. Adams</u> (Signature of Contracting Officer)	<u>2/13/06</u>

Part II Section I, Contract Clauses Table of Contents is deleted in its entirety and replaced with the attached Part II Section I, Contract Clauses Table of Contents. (3 pages)

The contract is modified to add Clause I. 61, DEAR 970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005).

I.61 DEAR 970.5217-1 WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005)

(a) *Authority to Perform Work for Others.* Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.

(b) *Contractor's Implementation.* The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.

(c) *Conditions of Participation in Work for Others Program.* The Contractor:

(1) Must not perform Work for Others activities that would place it in direct competition with the domestic private sector;

(2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;

(3) Must not commence work on any Work for Others activity until a Work for Others proposal package has been approved by the DOE Contracting Officer or designated representative;

(4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;

(5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Work for Others proposal;

(6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of Work for Others activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;

(7) Must perform all Work for Others projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;

(8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE contractor's performance as defined in the DOE approved work for others proposal package; and,

(9) Must maintain a summary listing of project information for each active Work for Others project, consisting of:

- (i) Sponsoring agency;
- (ii) Total estimated costs;
- (iii) Project title and description;
- (iv) Project point of contact; and,
- (v) Estimated start and completion dates.

(d) *Negotiation and Execution of Work for Others Agreement.* (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Work for Others project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Work for Others agreement.

(2) The Contractor must submit all Work for Others agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.

(e) *Preparation of Project Proposals.* When the Contractor proposes to perform Work for Others activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.

(f) *Work for Others Appraisals.* DOE may conduct periodic appraisals of the Contractor's compliance with its Work for Others Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.

(g) *Annual Work for Others Report.* The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Work for Others Activities under the contract.

All other Terms and Conditions remain unchanged.

Part II Section I**Contract Clauses****Table of Contents**

I.1	FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference. (FEB 1998)	1
I.2	FAR 52.202-1 -- Definitions. (DEC 2001)	4
I.3	FAR 52.204-1 -- Approval of Contract. (DEC 1989)	6
I.4	FAR 52.223-7 -- Notice of Radioactive Materials. (JAN 1997)	6
I.5	FAR 52.223-11 -- Ozone-Depleting Substances. (MAY 2001)	7
I.6	FAR 52.225-9 --Buy American Act-Construction Materials. (JUN 2003)	8
I.7	RESERVED	11
I.8	FAR 52.252-6 -- Authorized Deviations In Clauses. (APR 1984)	11
I.9	DEAR 952.209-72 -- Organizational Conflicts of Interest. (JUN 1997) Alternate I (JAN 1997)	11
I.10	DEAR 970.5203-1 -- Management Controls. (DEC 2000)(Deviation)	14²
I.11	DEAR 970.5203-2 -- Performance Improvement and Collaboration. (DEC 2000)	15
I.12	DEAR 970.5230-3 -- Contractor's Organization. (DEC 2000)	16
I.13	DEAR 970.5204-1 --Counterintelligence. (DEC 2000)	16
I.14	DEAR 970.5204-2 -- Laws, Regulations, And DOE Directives. (DEC 2000) (DEVIATION)	17
I.15	DEAR 970.5204-3 -- Access To And Ownership of Records. (DEC 2000)	17
I.16	DEAR 970.5208-1 -- Printing. (DEC 2000)	19
I.17	DEAR 970.5215-1 -- Total Available Fee: Base Fee Amount and Performance Fee Amount. Alternate I (DEC 2000) Alternate IV (DEC 2000)	20
I.18	DEAR 970.5215-2 -- Make-Or-Buy Plan. (DEC 2000)	22
I.19	DEAR 970.5215-3 -- Conditional Payment of Fee, Profit, and Other Incentives- Facility Management Contracts. Alternate II (JAN 2004)	24
I.20	DEAR 970.5222-1 -- Collective Bargaining Agreements Management And Operating Contracts. (DEC 2000)	29
I.21	DEAR 970.5222-2 -- Overtime Management. (DEC 2000)	29

I.22	DEAR 970.5223-1 -- Integration of Environment, Safety, and Health into work Planning and Execution. (DEC 2000)	30
I.23	DEAR 970.5223-2 -- Affirmative Procurement Program. (MAR 2003)	32
I.24	DEAR 970.5223-4 -- Workplace Substance Abuse Programs at DOE Sites. (DEC 2000)	33
I.25	DEAR 970.5226-1 -- Diversity Plan. (DEC 2000)	34
I.26	DEAR 970.5226-2 -- Workforce Restructuring Under Section 3161 Of The National Defense Authorization Act for Fiscal Year 1993. (DEC 2000)	34
I.27	RESERVED	34
I.28	RESERVED	34
I.29	DEAR 970.5227-2 -- Rights in Data-Technology Transfer. (DEC 2000)	34
I.30	DEAR 970.5227-3 -- Technology Transfer Mission. (AUG 2002)	45
I.31	DEAR 970.5227-4 -- Authorization And Consent. (AUG 2002)	56
I.32	DEAR 970.5227-5 -- Notice And Assistance Regarding Patent and Copyright Infringement. (AUG 2002)	57
I.33	DEAR 970.5227-6 -- Patent Indemnity-Subcontracts. (DEC 2000)	58
I.34	DEAR 970.5227-8 -- Refund Of Royalties. (AUG 2002)	58
I.35	DEAR 970.5227-10 -- Patent Rights--Management and Operating Contracts, Nonprofit Organization Or Small Business Firm Contractor. (AUG 2002)	59
I.36	RESERVED	71
I.37	DEAR 970.5227-12 -- Patent Rights—Management And Operating Contracts, For-profit Contractor, Advance class Waiver. (AUG 2002)	71
I.38	DEAR 970.5228-1 -- Insurance-Litigation And Claims. (MAR 2002)	85
I.39	DEAR 970.5229-1 -- State And Local Taxes. (DEC 2000)	88
I.40	DEAR 970.5231-4 --Preexisting Conditions. (DEC 2000) Alternate II (DEC 2000)	88
I.41	DEAR 970.5232-1 -- Reduction Or Suspension Of Advance, Partial, Or Progress Payments Upon Finding Of Substantial Evidence Of Fraud. (DEC 2000)	89
I.42	DEAR 970.5232-2 -- Payments And Advances. (DEC 2000) Alternate II (DEC 2000) Alternate III (DEC 2000)	89
I.43	DEAR 970.5232-3 -- Accounts, Records, And Inspection. (DEC 2000) (DEVIATION)	92²

I.44	DEAR 970.5232-4 -- Obligation Of Funds. (DEC 2000)	94
I.45	DEAR 970.5232-5 -- Liability With Respect To Cost Accounting Standards. (DEC 2000)	96
I.46	DEAR 970.5232-6 -- Work For Others Funding Authorization. (DEC 2000)	96
I.47	DEAR 970.5232-7 -- Financial Management System. (DEC 2000)	97
I.48	DEAR 970.5232-8 -- Integrated Accounting. (DEC 2000)	97
I.49	DEAR 970.5253-1 -- Federally Funded Research And Development Center Sponsoring Agreement. (DEC 2000)	97
I.50	DEAR 970.5236-1 -- Government Facility Subcontract Approval. (DEC 2000)	98
I.51	DEAR 970.5237-2 -- Facilities Management. (DEC 2000)	98
I.52	DEAR 970.5242-1 -- Penalties For Unallowable Costs. (DEC 2000)	99
I.53	DEAR 970.5243-1 -- Changes. (DEC 2000)	100
I.54	DEAR 970.5244-1 -- Contractor Purchasing System. (DEC 2000)	100
I.55	DEAR 970.5245-1 -- Property. (DEC 2000) Alternate I (DEC 2000)	105
I.56	DEAR 970.5223-5 -- DOE Motor Vehicle Fleet Fuel Efficiency. (OCT 2003)	110
I.57	FAR 52.223-3 -- Hazardous Material Identification and Material Safety Data (JAN 1997)	110
I.58	FAR 52.227-23 -- Rights to Proposal Data (Technical) (Jun 1987)	112
I.59	FAR 52.250-1 -- Indemnification Under Public Law 85-804 (APR 1984) Alternate I (APR 1984)	112¹
I.60	DEAR 970.250-70 --Nuclear Hazards Indemnity Agreement (OCT 2005)	116³
I.61	DEAR 970.5217-1 -- Work For Others Program (Non-DOE Funded Work) (Jan 2005)	119⁴

¹ I.59 Incorporated By Modification M002

² I.10 Replaced Under Modification M006

² I.43 Replaced Under Modification M006

³ I.60 Incorporated By Modification M025

⁴ I.61 Incorporated By Modification M033
