

2. AMENDMENT/MODIFICATION NO. 0527	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415	CODE	892432	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
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BATTELLE ENERGY ALLIANCE, LLC Attn: Tara Justesen PO BOX 1625 IDAHO FALLS ID 83415	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517
		10B. DATED (SEE ITEM 13) 11/09/2004
CODE	FACILITY CODE	

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: Not Available
UEI: HG7XL5RBNX55
The purpose of this modification is incorporate multiple changes as described in the attached information pages.

DUNS Number: Not Available UEI: HG7XL5RBNX55
FAR 43.103 (a) (3)
Payment:
OR for Idaho
U.S. Department of Energy
Oak Ridge Financial Service Center
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Roger Chunn, Manager, Prime Contract	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey C. Fogg
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 01/18/2023

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14517/0527

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NAME OF OFFEROR OR CONTRACTOR
BATTELLE ENERGY ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 11/09/2004 to 09/30/2024</p> <p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 11/09/2004 to 09/30/2024</p>				

INFORMATION PAGES MODIFICATIONS

The purpose of this modification is to incorporate the following changes:

1. Section C, “*Description/Specifications/Statement of Work*”
 - Section C.5, Facility Management, incorporates the following changes into paragraph (b):
 - (b) Systematically evaluate and **optimize** ~~reduce~~ the cost of ~~providing mission~~ infrastructure by ~~better~~ **re-utilizing existing facilities, decommissioning aging facilities, and developing new infrastructure for and undertaking overall footprint reduction efforts optimization.**
2. Section F, “*Deliveries or Performance*”
 - Clause F.4, Special Assessment of Contractor Performance, is removed in its entirety and replaced with “Reserved.”
3. Section G, “*Contract Administration Data*”
 - Section G.1, paragraph (a), the Head of Contracting Activity (HCA) is changed from “Amy E. Grose” to “Suzette M. Olson.”
 - Section G.1, paragraph (b), the primary Contracting Officer is changed from “Jeffrey C. Fogg” to “Gregory J. Tomlinson.”
 - Section G.1, paragraph (d), the following COR designation is removed:
 - “Loren A. Friedel” is replaced with “Vacant”

The following COR designations are incorporated:

- “Kyle S. Vogel, Material and Fuels Complex Protective Force Security Building and Consolidated Training Facility Projects”
- “Daryn J. Moorman, Power Utility Building Project”
- “Jared A. Fryar, Specific Manufacturing Capability Production Support Facility Projects”

- Section G.6, Contract Administration, is deleted and replaced with the following:

The contract shall be administered by:

U.S. Department of Energy
Idaho Operations Office Contract Management Division
ATTN: Gregory J. Tomlinson
1955 Fremont Ave
Idaho Falls, Idaho 83415-1221
Telephone: (208) 499-4236
E-mail: tomlingj@id.doe.gov

4. Section H, "*Special Contract Requirements*"

- Clause H.1, Definitions, the Idaho Cleanup Project (ICP) Contractor is changed from "Fluor Idaho, LLC," to "Idaho Environmental Coalition, LLC (IEC)."
- Clause H.33 is deleted in its entirety and replaced with the following:

H.33 Preservation of Cultural Resources, Wildlife, and Land Areas

- (a) The Contractor shall ensure compliance with the Archaeological Resources Protection Act (ARPA) by prohibiting the unauthorized excavation, removal, damage, alteration, or defacement of cultural resources on INL Site lands. DOE-ID prohibits the unauthorized disturbance or removal of cultural resources from the INL Site by any person, whether or not affiliated with DOE, including INL Site contractors who may have authorized access to the INL Site for any mission-related purpose. This does not include cultural resources obtained or disturbed under DOE authorization for Native American ceremonial use, to fulfill regulatory compliance requirements, or for approved investigations and studies. Cultural resources can consist of, but are not limited to, bones, stone tools, projectile points, obsidian and other volcanic glass, arrow shafts, beads, pottery sherds, glass bottles, tin cans, leather, ceramics, and domestic items such as shell buttons and kitchen utensils. The Contractor will ensure work is ceased and notification is made in accordance with inadvertent or late discovery requirements in the event that cultural resources are discovered during work under this Contract.
- (b) The Contractor shall exercise reasonable care in the preservation of native vegetation. If vegetation must be removed for programmatic, survey, or construction purposes, the disturbed soil shall be revegetated or stabilized, as appropriate to discourage establishment of non-native vegetation. The Contractor will maintain a tracking method of the disturbed and revegetated areas, revegetate disturbed areas with native species, plant/restore sage brush for large disturbances, and prepare an annual report for DOE. In addition, the Contractor shall maintain an effective invasive plant species management program.

- (c) The Contractor shall exercise reasonable care in the protection of wildlife on the INL site.
 - (d) The Contractor shall implement the “Candidate Conservation Agreement for Greater Sage-Grouse on the Idaho National Laboratory Site” developed cooperatively by the U.S. DOE Idaho Operations Office and the U.S. Fish and Wildlife Service, September 2014. The Contractor shall consult with DOE-ID on any sage-grouse related issue and has the responsibility for implementing all actions required by the conservation measures, compliance, and reporting requirements.
 - (e) The Contractor shall prohibit the unauthorized collection of natural resources from INL Site lands. DOE-ID prohibits the unauthorized removal of natural resources from the INL Site by any person, whether or not affiliated with DOE, including INL Site contractors who may have authorized access to the INL Site for any mission-related purpose. Natural resources can consist of, but are not limited to, wildlife, antlers, rocks, minerals, wood, plants, seeds, flowers, feathers, bones, teeth, insects, nests, and snake skins. This does not include the DOE authorized collection or removal of natural resources such as environmental media or samples for scientific or monitoring related purposes or the authorized extraction of natural resources. Additionally, this does not apply to the salvage of animals, provided Idaho Department of Fish and Game (IDFG) requirements for salvage are met, that are a result of vehicle collisions on public rights-of-way (e.g., Hwy 20) by persons using personal time and in personal vehicles; or the lawful harvest of wildlife within defined hunting areas and seasons, provided the proper permits are obtained from the IDFG. Hunting of all other species on the INL land is prohibited.
- Clause H.44, Conflicts of Interest Compliance Plan, incorporates the following changes into paragraph (a):
 - (a) How COI issues will be identified and ~~resolved~~ mitigated during contract performance.
 - The following is hereby added as Clause H.60, Quality Assurance Surveillance Plan:

DOE’s Quality Assurance Surveillance Plan (QASP) for evaluating the Contractor’s performance under the contract shall consist of the Performance Evaluation and Measurement Plan (PEMP) as called for within Section I, Clause I.10 entitled “DEAR 970.5203-1 Management Controls (Dec 2000) (DEVIATION)” and described in Clause I.19 entitled “DEAR 970.5215-3 Conditional Payment of Fee, Profit and Other Incentives – Facility Management Contracts (Jan 2004) Alternative II (Jan 2004).” The PEMP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations and acceptable quality levels for each task, describes how performance will be monitored and measured; describes how the results will be evaluated; and states how the results will affect contract payment.

- Other minor clean-up clerical revisions are included in Section H.

5. Section I, “Contract Clauses”

- Clause I.1, FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb 1998), was updated to incorporate the following Clause:
 - FAR 52.204-19, Incorporation by Reference of Representations and Certifications (Dec 2014)

6. Section J, “List of Documents, Exhibits, and Other Attachments”

- Section J, Attachment F, *Tenant Agreements*, incorporates the following updated agreements:
 - Attachment F-6-A *Blanket Master Agreement for Services Battelle Energy Alliance, LLC Provides Idaho Environmental Coalition, LLC at DOE’s Idaho National Laboratory (BMA-773, formerly IAG-773)*
 - Attachment F-6-B *Blanket Master Agreement for Services Idaho Environmental Coalition, LLC Provides Battelle Energy Alliance, LLC at DOE’s Idaho National Laboratory (BMA No. 259634, formerly IAG-789)*
- Section J, Attachment J, *Small Business Subcontracting Plan*, the FY 2022 Plan is removed and updated with the FY 2023 Plan.
- Section J, Attachment M, *Other Site Agreements*, incorporates the following updated agreement:
 - Attachment M-6 Agreement-in-Principle Between the Shoshone-Bannock Tribes and the United States Department of Energy
- Section J, Attachment T, *Contracting Officer’s Representative (COR) Designations*
 - Attachment T-3 “Loren A. Friedel” is replaced with “Vacant.”
 - Attachment T-9 “Kyle S. Vogel, Material and Fuels Complex Protective Force Security Building and Consolidated Training Facility Projects” is incorporated.
 - Attachment T-10 “Daryn J. Moorman, Power Utility Building Project” is incorporated.
 - Attachment T-11 “Jared A. Fryar, Specific Manufacturing Capability Production Support Facility Projects” is incorporated.

- Section J, Attachment V, *Environmental Regulatory Structure and Interface Protocol for the INL Contractor*, is incorporated.

NOTE: These changes are also reflected in the Table of Contents for Section J, *List of Documents, Exhibits, and Other Attachments* and Attachment J-T, *Contracting Officer's Representative (COR) Designations*.