

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF	PAGES 4
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2. AMENDMENT/MODIFICATION NO. M1042	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830
		10B. DATED (SEE ITEM 13) December 30, 1964

11. THIS ITEM 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

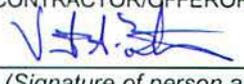
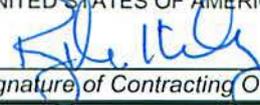
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.

CHECK	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including a solicitation/contract subject matter where feasible.)
This bilateral contract modification incorporates changes to Part I, Section E – Inspection and Acceptance, Section G – Contract Administration Data, Section H – Special Contract Requirements, Part II, Section I – Contract Clauses and Part III, Section J - List of Attachments. (See Continuation Pages for the purpose and description of this modification)

15A. NAME AND TITLE OF SIGNER (Type or print) Vincent A. Branton General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan M. Kilbury Contracting Officer
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/30/15	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-30-15
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Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Part I – The Schedule, Section E, Inspection and Acceptance, Section G, Contract Administration Data, Section H, Special Contract Requirements, Part II – Contract Clauses, Section I, Contract Clauses and Part III – List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments, Appendix E and Appendix I as described herein.

Description of Modification:

1. Delete the following clause in Part I – The Schedule, Section E, Inspection and Acceptance, and its corresponding Table of Contents:

E-2 Certification Related to Recovery Act Project Work (Applicable only to Recovery Act Work)

and replace with:

E-2 RESERVED [M1042]

2. Delete the following clauses in Part I – The Schedule, Section G, Contract Administration Data, and its corresponding Table of Contents:

G-5 Cost Reporting Requirements Involving Recovery Act Project Work (Applicable only to Recovery Act Work)

G-6 Indirect Charges Involving Recovery Act Project Work (Applicable only to Recovery Act Work)

and replace with:

G-5 RESERVED [M1042]

G-6 RESERVED [M1042]

3. Delete the following clauses in the Section H, Special Contract Requirements, and its corresponding Table of Contents:

H-38 Special Provisions Relating to Work Funded under American Recovery and Reinvestment Act of 2009 (Apr 2009) (Applicable only to Recovery Act Work)

H-45 Battelle Memorial Institute Legacy Work

and replace with:

H-38 RESERVED [M1042]

H-45 RESERVED [M1042]

4. Delete Paragraph H-42(g) in Section H, Special Contract Requirements, and replace with **RESERVED [M1042]**.

5. Add the following new clause to Section H, Special Contract Requirements, Table of Contents:

H-54 Management and Operating Contractor (M&O) Subcontract Reporting (Sep 2015) [M1042]

6. Add the following clause to Section H, Special Contract Requirements as follows:

H-54 Management and Operating Contractor (M&O) Subcontract Reporting (Sep 2015)

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

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“M&O Subcontract Reporting Capability (MOSRC)” means a DOE system and associated processes to collect key information about M&O first-tier subcontracts for reporting to the Small Business Administration.

“Transaction” means any awarded contract, agreement, order, or modification, etc. other than one involving an employer-employee relationship) entered into by a DOE M&O prime contractor calling for supplies and services (including construction) required solely for performance of the prime contract.

- b) *Limited Interim Reporting.*

- (1) The Contractor shall report no less than the twenty highest dollar value first-tier small business subcontract transactions under the contract by December 1 for the previous fiscal year until the Contractor business systems can report the required data as set forth in paragraph (c) below. Classified subcontracts shall be excluded from the reporting requirement and shall not be counted towards the total number of transactions of the reporting requirement.
- (2) Transactions with a corporation, company, or subdivision that is an affiliate of the Contractor are not included in these reports.
- (3) The Contractor shall provide the data on first-tier small business subcontract transactions under the contracts, as described in the *MOSRC Guide* via the Microsoft Excel spreadsheet co-located at <https://max.gov> in the MOSRC Collaboration Center. The spreadsheet will be submitted to HQProcurementSystems@hq.doe.gov.

- c) *Full Reporting.* The Contractor shall update their business systems and processes to collect and report data to MOSRC in compliance with the MOSRC Guide. The Contractor shall report data in MOSRC for FY17 (and each year thereafter) first-tier small business subcontracting transactions under the contract. Classified subcontracts shall be excluded from the reporting requirements. All Contractor systems shall be updated in order to provide the first FY17 report in November 2016 for October 2016 transactions.

- d. *Pilot M&Os.* Oak Ridge National Laboratory, the National Security Campus at the Kansas City Plant, and the National Renewable Energy Laboratory shall have their business systems updated in order to provide the first FY2016 report in April of 2016 for March of 2016 transactions.

[M1042]

7. Delete the following clauses in Part II – Contract Clauses, Section I, Contract Clauses, and its corresponding Table of Contents:

I-200 FAR 52.203-15 – Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)

I-202 FAR 52.225-21 – Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials (Mar 2009)

and replace with:

I-200 RESERVED [M1042]

I-202 RESERVED [M1042]

8. Replace in its entirety Part III, Section J, Appendix E - Standards Of Performance-Based Fee FY 2015 Battelle Performance Evaluation And Measurement Plan For Management And Operations Of The Pacific Northwest National Laboratory And Replace With Part III, Section J, Appendix E - Standards Of Performance-Based Fee FY 2016 Battelle Performance Evaluation And Measurement Plan For Management And Operations Of The Pacific Northwest National Laboratory

[M1042]

9. Delete Part III – List of Documents, Exhibits and Other Attachments, Section J, Appendix I, List of Battelle Memorial Institute Legacy Work and replace with **RESERVED [M1042]**.
10. This modification results in no further changes to the Contract.
(End of Contract Modification)