

		1. CONTRACT ID CODE	PAGE 1	OF 5	PAGES
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					

2. AMENDMENT/MODIFICATION NO. M1100		3. EFFECTIVE DATE (M/D/Y) (See Block 16C)	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
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			

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"/> <input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE			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 solicitation/contract subject matter where feasible.) This bilateral contract modification incorporates changes to Section H, I, and J. (See Continuation Pages for the purpose 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	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/17/2017	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 4-17-17

1.0 Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to provide for changes to the prime contract in Sections H, I, and J.

2.0 Description of Modification:

1. Revise Part I, Section H, Special Contracts Requirements, Table of Contents to delete the uppercase "Of" from the title in H.9 and replace with lowercase "of".
2. Revise Part I, Section H, Special Contract Requirements, Clause H-13 Administration of Subcontracts, Paragraph (c) to delete the requirements associated with contracting opportunities above \$5M for assignment to DOE. Paragraph (c) is revised as follows:
 - (c) The DOE reserves the right to identify specific work activities in Section C "Description/Specifications" to be removed (de-scoped) from the Contract in order to contract directly for the specific work activities. The Department will work with the Contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses. [M1100]
3. Revise Part I, Section H, Special Contract Requirements, Clause H-21 Advance Understandings on Allowable Costs to add a new Advanced Agreement, 12) Extended Domestic Travel as follows:

Extended Domestic Travel – For any assignment of Contractor personnel to a domestic location expected to exceed 30 consecutive calendar days, the contractor will be reimbursed the lesser of temporary relocation costs or a reduced per diem. The Contractor shall cap Meals and Incidental Expenses (M&IE) and lodging at 55% of per diem if utilizing Federal Travel Regulation (FTR) stipulated per diems. In no case shall actual expenditures exceed 55% of FTR per diem rates. Should the Contractor utilize actual costs for M&IE and lodging expenses, receipts for expenditures greater than \$75.00 shall be maintained and provided as supporting evidence as part of any reimbursement of actual costs. Reimbursement for M&IE for the first 30 days and last 30 days of the assignment shall be at the lesser of actual costs or 100% of the FTR per diem rate. Reimbursement for lodging for the first 60 days and last 30 days of the assignment shall be paid at the lesser of actual costs or 100% of the FTR per diem rate. If the Contractor utilizes actual costs for M&IE and lodging expenses, only receipts for expenditures greater than \$75.00 are required to be maintained and provided as supporting evidence as part of any reimbursement of actual costs. Per diem will not be reimbursed for any extended domestic travel which exceeds three (3) years. Per diem costs will not be reimbursed for any extended domestic travel unless the contractor employee maintains a residence at the permanent duty station. [M1100]

4. Revise Part II, Section I, Contract Clauses, Table of Contents to delete the title of I-47 FAR 52.223-3 -- Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate 1 (Jul 1995) and replace with I-47 RESERVED.
5. Revise Part II, Section I, Contract Clauses, Table of Contents to delete the title of I-49 FAR 52.223-7 -- Notice of Radioactive Materials (Jan 1997) and replace with I-47 RESERVED.
6. Revise Part II, Section I, Contract Clauses, to delete I-47 FAR 52.223-3 -- Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate 1 (Jul 1995) and replace with I-47 RESERVED.
7. Revise Part II, Section I, Contract Clauses, to delete I-49 FAR 52.223-7 -- Notice of Radioactive Materials (Jan 1997) and replace with I-49 RESERVED.
8. Revise Part III, Section J, Appendix A, Advance Agreement on Human Resources Cost to update the language in Section II. Human Resources Strategy, Business Planning and Performance Management to remove Clause H-43 from the second sentence and replace it with Section H Clause titled, “Contractor Assurance”.
9. Revise Part III, Section J, Appendix A, Advance Understandings on Human Resources Cost to update the language in Section III. Compensation, Paragraph (c) Variable Pay Plan to edit and update programs references. Delete “Section VI (b) Employee Programs” and replace with “XI Employee Programs”. Delete “Section VII(c) Recruitment and Retention Tools” and replace with “XII Recruiting Personnel”.
10. Revise Part III, Section J, Appendix A, Advance Understandings on Human Resources Cost, Section IX. Programs Involving Employee Absence from the Workplace, Paragraph (b). Delete “Organization Development Associated Laboratory Director” in the last sentence and replace with “Human Resources Director”.
11. Revise Part III, Section J, Appendix A, Advance Understandings on Human Resources Cost to update the language in Section XI. Employee Programs to add Paragraph (g) Extended Travel Duty (ETD) to read as follows:
 - (g) Extended Travel Duty (ETD) – For purposes of implementation of Acquisition Letter 2013-01, the Contractor shall maintain a program within the following parameters for ETD all PNNL sponsors. PNSO review and approval is only required for DOE Office of Science assignments.
 - (1) ETD will not exceed three years (36) months in duration and a break between assignments should be at least 12 months.
 - (2) If a staff member is not maintaining a residence and/or the assignment

will exceed 12 months from inception, Temporary Change of Station should be evaluated. Staff member will not be reimbursed for any costs associated with per diem (except for en-route travel) if not maintaining a residence at the permanent duty station.

- (3) Employee initial trip to assignment location and final travel from assignment location will be reimbursed at 100% Federal Travel Regulation (FTR) per diem rate
- (4) Meals and Incidental Expenses (M&IE) and Lodging expenses will be reimbursed in accordance with Section H, H-21 Advance Understandings on Allowable Costs, item 12) Extended Domestic Travel.
- (5) Employee may be reimbursed up to 10 trips home from assignment location in a 12-month period.
- (6) Employee may be authorized to ship up to 1,000 pounds of personal effects to the assignment location. Staff member may be authorized to ship an additional 3,000 pounds of personal effects if the staff member waives his/her trips home for the duration of the assignment.
- (7) Employee may be authorized to ship one Personally Operated Vehicle (POV), unless they travel to the assignment location via a POV.
- (8) Employee may be authorized to Extended TDY Tax Reimbursement Allowance (ETTRA), which will be calculated in accordance with the FTR methodology (FTR 301-11.604)
- (9) Employee may receive a transit subsidy for public transportation for assignments in the Washington, DC, area, consistent with what is allowed for Federal employees.
- (10) M&IE cannot be claimed concurrently in two different temporary duty locations.

12. Update Part III, Section J, Appendix C as follows:

Appendix C - Subcontracting Plan for Socioeconomic Programs - Pacific Northwest National Laboratory Subcontracting Plan Fiscal Year 2016, is replaced with Appendix C - Subcontracting Plan for Socioeconomic Programs - Pacific Northwest National Laboratory Subcontracting Plan Fiscal Year 2017 that is attached hereto and is hereby incorporated by reference.

13. Revise Part III, Section J, Appendix D, List of Applicable DOE Directives & External Requirements as follows:

- Delete: CRD O 151.C Comprehensive Emergency Management System
 CRD O 221.1A Reporting Fraud, Waste, and Abuse to the
 Inspector General

 CRD O 474.2, Admin Chg. 3 Nuclear Material Control and
 Accountability

 CRD O 551.1D, Chg. 1 Official Foreign Travel

 DOE/RL – 2001-36 Hanford Site Transportation Safety Document
 Rev.1 B
- Add: CRD O 151.1D Comprehensive Emergency Management System
 CRD O 221.1B Reporting Fraud, Waste, and Abuse to the
 Inspector General

 CRD N 443.1 Protection of Human Subjects in Classified Research

 CRD O 474.2, Admin Chg. 4 Nuclear Material Control and
 Accountability

 CRD O 551.1D, Chg. 2 Official Foreign Travel

 DOE/RL – 2001-36 Hanford Site Transportation Safety Document
 Rev.1 E

14. This modification results in no further changes to the Contract.

(End of Contract Modification)

[M1100]

**PART III – List of Documents,
Exhibits and Other Attachments**

Section J

Appendix C

Subcontracting Plan for Socioeconomic Programs

**Pacific Northwest National Laboratory
Subcontracting Plan
Fiscal Year 2017**

Socioeconomic Programs

Battelle's policy pledges a strong commitment to involving small and socioeconomically disadvantaged business concerns in the operation of the Pacific Northwest National Laboratory. Battelle supports the socioeconomic objectives of the U.S. Government and recognizes that diversity in subcontracting provides a vital link to the local community, strengthens the economy, and represents best business practices.

In keeping with the above policy, Battelle and the U.S. Department of Energy (DOE) have established the following Subcontracting Plan (this Plan). This Plan shall remain in effect from October 1, 2002, for the entire Contract period associated with this Contract.

I. Goals

- A. Based on an estimated annual fiscal year budget of \$932,000,000 and an adjusted procurement volume of \$302,000,000, and small business subcontracting base of \$237,700,000, Battelle's goals for Fiscal Year 2017 are to –
 1. Award 40 percent to Small Business concerns, estimated at \$95,080,000.
 2. Award 5 percent to Small Disadvantaged Business concerns, estimated at \$11,885,000.
 3. Award 5 percent to Women-Owned Small Business concerns, estimated at \$11,885,000.
 4. Award 3 percent to HUBZone Small Business concerns, estimated at \$7,131,000.
 5. Award 3 percent to Service-Disabled Veteran-Owned Small Business concerns, estimated at \$7,131,000.
- B. Goals must be realistic to present the proper challenge to staff who are ultimately responsible for goal achievement. The percentage goals in A. above, based on past performance and future projections, will present such a challenge.
- C. These goals are accumulated based on subcontracts and purchase orders placed and do not include other indirect costs. They will include all dollars awarded under Contract DE-AC05-76RL01830 with the exception of those dollars awarded to federal agencies (i.e. NASA, NOAA), other Battelle Inter-laboratory Authorizations or to other Battelle-owned entities, building leases, and to firms outside the U.S.A. Other minor exclusions apply including payment to GSA for vehicle leases, travel costs for non-PNNL staff and society memberships.
- D. The principal products and services to be obtained in support of this Plan are those generally associated with an extremely diverse research and development environment. The business concerns in this Plan will generally supply a major portion of the goods and services listed in Table A.

TABLE A

Subcontracted Effort	SB	SDB	WOSB	HUB Zone	SDVO
Electrical material and supplies	x	x	x	x	
Pumps, gauges and valves	x			x	
Computer equipment and supplies	x	x	x	x	x
Tooling	x				
Aluminum and other metals	x				
Laboratory supplies	x	x	x		
Reproduction supplies	x	x	x		
Office supplies	x	x	x		
Chemicals	x	x	x		
Tools of all types	x				
Electrical equipment and parts	x				
Construction services and materials	x	x	x		
Custodial equipment and supplies	x				
Fuels and lubricants	x				
Plastic products	x	x		x	
Industrial hardware	x	x			x
Translating Services	x		x		x
Technical support	x		x		

II. Battelle Subcontracting Plan Administrator

Battelle's Small Business Program Manager, Brianna Durkin, is responsible to the PNNL Contracts Manager and will administer this Subcontracting Plan. Any change in the name of the Small Business Program Manager will be communicated without delay to the Contracting Officer. Responsibilities of the Small Business Program Manager include:

- Serve as Battelle's interface with small and socioeconomically-disadvantaged businesses.
- Maintain and keep current listings of small and socioeconomically-disadvantaged businesses.
- Participate as Battelle representative in small business trade fairs, specifically directed toward offering opportunities for participants to do business with Battelle.
- Attend DOE-sponsored Small Business Program Manager Meetings and participate in the annual DOE Small Business Conference.
- Participate in trade associations, business development organizations, and conferences to locate and identify small and socioeconomically-disadvantaged business sources.
- Counsel and discuss subcontracting opportunities with potential small and socioeconomically-disadvantaged business firms and arrange appropriate assistance to these firms as required and practicable.
- Provide statistics to Battelle management on progress toward established goals and recognition of significant Contract Specialist performance in this area.
- Hold periodic training and other meetings with the appropriate acquisition staff on the Socioeconomic Programs.
- Conduct periodic meetings and otherwise communicate with Battelle organizational components covering Battelle's Socioeconomic Programs.

- Support Small Business Administration (SBA) activities as requested.

III. Administration of Battelle's Subcontracting Plan

Battelle staff is committed to offering a fair and equitable opportunity for small and socioeconomically disadvantaged business concerns, to compete for the goods and services required to support our ongoing research.

Battelle responds either verbally or in writing to each request received from firms that desire an opportunity to compete for purchase order/subcontract business.

A computerized listing of small and socioeconomically-disadvantaged business concerns is maintained by the Small Business Program Manager.

The Small Business Program Manager may participate in the screening of purchase requisitions and may add suggested small and socioeconomically-disadvantaged businesses as potential sources for Contracts Specialist consideration.

Staff members are encouraged to use the Small Business Dynamic Search database established and maintained by the SBA for locating small and socioeconomically-disadvantaged businesses.

Staff will post all written, competitive solicitations >\$100,000 on PNNL's website to maximize exposure to small and socioeconomically-disadvantaged businesses, unless the acquisition is for: 1. work performed, or delivery will occur, in a foreign country, or 2. work performed under a classified or "Confidential Foreign Government Information – Modified Handling Authorized (C/FGI-MOD)" projects. When appropriate, procurements may be synopsisized in the Federal Business Opportunities (FedBizOpps) in an effort to locate additional qualified small and socioeconomically-disadvantaged business concerns for participation.

IV. Flow-Down Requirements to Battelle's Subcontractors

Each purchase order/subcontract action exceeding \$150,000 placed in furtherance of Prime Contract DE-AC06-76RL01830 will include the clause: "Utilization of Small Business Concerns."

Lower-Tier Subcontracting Plans from large business concerns are each reviewed and approved by Battelle's Small Business Program Manager. Contact is established with the Lower-Tier Subcontractors Plan Administrator to offer assistance in identifying potential small and socioeconomically-disadvantaged sources and establish semi-annual reporting requirements.

Battelle's Procurement Policies Manual contains instructions to staff to include in all solicitations for negotiated procurements exceeding \$700,000 (\$1,500,000 for construction) and which will offer subcontracting opportunities, the requirement to develop and adopt a Small Business Subcontracting Plan as required by Battelle's operating contract.

V. Periodic Reporting and Cooperating with DOE and SBA

Battelle will submit such periodic reports, as may be required by DOE or the SBA, in order to determine the extent of compliance with this Subcontracting Plan.

Battelle will cooperate in any studies or surveys conducted by DOE or SBA, by furnishing requested available statistical data.

Battelle will submit the Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR) in accordance with the instructions provided by DOE and the Electronic Subcontracting Reporting System. Further, Battelle will ensure that its subcontractors agree to electronically submit their ISR and SSR.

VI. Maintaining Records

Computerized reports are used to track progress toward achievement of goals. These reports are used to prepare monthly and quarterly reports (more frequent if requested) summarizing activity and progress related to compliance with the Subcontracting Plan.

In support of this Plan, Battelle will maintain the following records:

- Source lists (*e.g.*, Dynamic Small Business Search, VetBiz Search, etc.), guides and other data that identify small and socioeconomically-disadvantaged business concerns
- Organizations contacted to locate small and socioeconomically-disadvantaged business concerns.
- Records on each competitive, domestic solicitation resulting in an award of more than \$150,000, indicating whether small and socioeconomically-disadvantaged businesses were solicited and, if not, why not, and, if applicable, the reason award was not made to a small business concern.
- Records of any outreach efforts and contacts with trade associations, business development organizations, and conferences and trade fairs to locate small and socioeconomically-disadvantaged sources.
- Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- On a contract-by-contract basis, records to support award data submitted by the offeror to Battelle, including the name, address, and business size of each subcontractor.