

2. AMENDMENT/MODIFICATION NO. M813	3. EFFECTIVE DATE (M/D/Y)	4. REQUISITION/PURCHASE REQ. NO. 12SC000385	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"/> 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 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) December 30, 1964
---	--	--

CODE	FACILITY CODE	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)

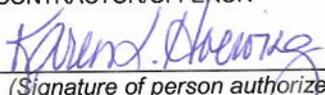
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.

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 G, Contract Administration Data, Section H, Special Contract Requirements, Part II, Section I, Contract Clauses, and Part III, Section J, List of Documents, Exhibits and Other Attachments. (See Continuation Pages for the purpose and description of this modification)

15A. NAME AND TITLE OF SIGNER (Type or print) Karen L. Hoewing 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 10-20-11	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-21-11
--	-------------------------------------	--	-------------------------------------

Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Sections G, H, I and J to update the contract to its most current form and to add or delete language within the Contract.

Revise Part I, Section G-1 - Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR) subparagraph (c) to include Roger E. Snyder, Manager, Pacific Northwest Site Office to the table of CO's/COR's

Revise Part I, Section H – Table of Contents to include Clause H-43, "Sustainability Program"

Revise Part I, Section H, Clause H-11, "Standards of Contractor Performance Evaluation"

Add to Part I, Section H, Clause H-43, "Sustainability Program" to the Contract

Revise Part II, Section I – Contract Clauses – Table of Contents to include Clause I-28A FAR 52.222-54 Employment Eligibility Verification (Jan 2009) and to revise the title of Clause I-115 DEAR 970.5244-1 Contractor's Purchasing System (Aug 2009) to include (Class Deviation Policy Flash 2011-98, Aug 2011)) to the title

Add to Part II, Section I – Contract Clauses, Clause I-28A, FAR 52.222-54 Employment Eligibility Verification (Jan 2009)

Delete the title of Part II, Section I- Contract Clauses, Clause I-115, DEAR 970.5244-1 Contractor's Purchasing System (Aug 2009) and replace with Clause I-115, DEAR 970.5244-1 Contractor's Purchasing System (Aug 2009) (Class Deviation Policy Flash 2011-98, Aug 2011)

Revise paragraph (g) of Clause I-115, DEAR 970.5244-1 Contractor's Purchasing System (Aug 2009) (Class Deviation Policy Flash 2011-98, Aug 2011) to include Class Deviation language which increases amount from \$100,000 to \$500,000

Revise Part III, Section J – Appendix D to include the deletion, replacement and addition of directives to the contract

Revise Part III, Section J – Appendix E to replace FY 2011 Performance Evaluation and Measurement Plan with FY 2012 Performance Evaluation and Measurement Plan

Revise Part III, Section J- Appendix H to delete or add new facilities to the Contract

Description of Modification:

The following changes are hereby incorporated into the Contract:

1. Part I, Section G-1 - Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR) subparagraph (c) is revised as follows:

Ryan M. Kilbury, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$25M and direct changes to the contract in an amount not to exceed \$25M.
Melanie P. Fletcher, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$10M and direct changes to the contract in an amount not to exceed \$10M.
Roger E. Snyder, Manager, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Julie K. Erickson, Deputy Manager, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Debbie E. Trader, Director, Laboratory Stewardship Division, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions within the scope of the PNSO Laboratory Stewardship Division that do not involve a change in the scope, price, terms, or conditions of the Contract.
Jeffery W. Day, Program Manager, Laboratory Stewardship Division, Pacific Northwest Site Office	Authorized to take all actions associated with your position as Program Manager for the acquisition of the High Performance Computing System-4 (HSPC-4), which will be procured and placed into the Environmental Molecular Sciences Laboratory (EMSL).
Dationa O. Carter, Attorney-Advisor, Office of Chief Counsel, Oak Ridge Operations Office	Unlimited authority to act for the Contracting Officer for Litigation Management and Legal Policy functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Wendy E. Bryant, Assistant Chief Counsel for Contracts and General Law, Office of Chief Counsel, Oak Ridge Operations Office	Unlimited authority to act for the Contracting Officer for Litigation Management and Legal Policy functions that do not involve a change in the scope, price, terms or conditions of the Contract.

[M813]

2. Part I, Section H – Revise the Table of Contents.
3. Revise Part I, Section H, Clause H-11, Standards of Contractor Performance Evaluation, paragraph (4) is deleted in its entirety and replaced as follows:
 - (4) The Contractor shall provide formal status briefings for performance against Appendix E, as agreed to by the Laboratory Director and the Manager, PNSO.
[M813]
4. Add Part I, Section H, Clause H-43 Sustainability Program to the Contract, clause to read as follows:

H-43 Sustainability Program

In accordance with Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in an environmentally preferable and sustainable manner. In the performance of work under this contract, the Contractor shall endeavor to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal employees, contract service providers and visitors using the facility. The Contractor shall make reasonable efforts to specify or deliver environmentally preferable and sustainable products and services, recycled content products, bio-based products, energy efficient products, water efficient products, alternative fuels and vehicles, and non-ozone depleting substances consistent with the Contractor's Site Sustainability Plan and the Contractor's Environmental Management System.

The Site Sustainability Plan will identify the contributions toward meeting the Department's sustainability goals and will be updated annually based on annual guidance provided by the DOE Pacific Northwest Site Office. The Contractor will develop and implement an Environmental Management System that is certified to the International Organization for Standardization's 14001:2004 standard. The sustainability goals identified within the Contractor's Site Sustainability Plan will be integrated into the Contractor's Environmental Management System.

(End of Clause)
[M813]

5. Part II, Section I – Delete and replace the Table of Contents.

Add:

I-28A FAR 52.222-54 Employment Eligible Verification (JAN 2009)

Replace:

I-115 DEAR 970.5244-1 Contractor's Purchasing System (Aug 2009)

Replace with:

I-115 DEAR 970.5244-1 Contractor's Purchasing System (Class Deviation Policy Flash 2011-98, Aug 2011)

6. Part II, Section I, Contract Clauses, Clause I-28A, FAR 52.222-54, Employment Eligible Verification (JAN 2009) is added to the contract, text of the clause as follows:

I-28A FAR 52.222-54 Employment Eligibility Verification (Jan 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States," as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

[M813]

7. Part II, Section I, Contract Clauses, Clause I-115, DEAR 970.5244-1, Contractor's Purchasing System, the title and the text of paragraph (g) is changed as follows:

**I-115 DEAR 970.5244-1 Contactor's Purchasing System (Class Deviation Policy Flash
2011-98, Aug 2011)**

- (g) *Buy American*. The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of **\$500,000** require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at **\$500,000** or less. **[M813]**

8. Revise Part III, Section J – Appendix D as follows:

Delete:

CRD O 142.1, Classified Visits Involving Foreign Nationals
CRD O 205.1A, Department of Energy Cyber Security Management Program
CRD M 205.1-4, National Security Manual
CRD M 205.1-5, Chg.2, Cyber Security Process Requirements Manual
CRD M 205.1-6, Chg.2, Media Sanitation Manual
CRD M 205.1-8, Chg.2, Cyber Security Incident Management Manual
CRD O 414.1C, Quality Assurance
CRD O 430.2B, Departmental Energy, Renewable Energy and Transportation Management
CRD O 450.1A, Environmental Protection Program
CRD O 458.1, Chg. 1**, Radiation Protection of the Public and the Environment
CRD M 470.4-1, Chg.2, Safeguards and Security Program Planning and Management

Add:

CRD O 205.1B, Department of Energy Cyber Security Program
CRD O 414.1D, Quality Assurance
CRD O 458.1, Chg. 2**, Radiation Protection of the Public and the Environment
CRD O 470.4B, Safeguards and Security Program

[M813]

9. Revise CRD O 458.1, Chg. 2** to read as follows:

** The Contractor's responsibility to implement CRD O 458.1, Chg. 2 "Radiation Protection of the Public and the Environment" is limited to paragraphs 2.d., 2.g., and 2.k.

10. Revise Part III, Section J – Appendix E to replace the FY 2011 Performance Evaluation and Measurement Plan with the new FY 2012 Performance Evaluation and Measurement Plan.

11. Revise Part III, Section J – Appendix H as follows:

Delete:

Analytical and Nuclear Research Lab	320	EM Owned – Lab – Multi Program
Material Science Laboratory	326	EM Owned – Lab – Multi Program
Chemical Science Laboratory	329	EM Owned – Lab – Multi Program
Interim Waste Storage Disposal	331C	EM Owned – Support Facility/Structure – Multi Program
Biomagnetic Effects Laboratory	331D	EM Owned – Lab – Multi Program
331G Integration Laboratory	331G	EM Owned – Storage – Multi Program
Aerosol Wind Tunnel Research Facility	331H	EM Owned – Lab – Multi Program
Elevator Control Building	622A	EM Owned – Other Service Building – Single Program
Pilot Balloon Release Building	622B	EM Owned - Other Service Building – Single Program
Storage Building 622C	622C	EM Owned – Storage – Single Program
Meteorology Lab	622R	EM Owned – Lab/Office – Single Program
Einstein Warehouse	Einstein Whse	3rd Party - Storage – Multi Program
Emergency Radiation Detection System Building – 100 Area	100 ERDS	EM Owned Storage – Single Program
Emergency Radiation Detection System Building – 300 Area	300 ERDS	EM Owned Storage – Single Program

Add:

PSF Trailer A	3455	SC Owned – Office – Multi Program
PSF Trailer B	3465	SC Owned – Office – Multi Program
Laboratory Support Warehouse	3475	SC Owned – Storage – Multi Program
Battelle Inhalation Laboratory	BIL	BMI Owned – (ILA with BCO) Lab/Office – Multi Program

[M813]

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

(End of Contract Modification)