AMENDMENT OF SOLICITATION/MO	ACT 1. CONTRACT ID CODE PAGE OF PAGES					PAGES 3		
2. AMENDMENT/MODIFICATION NO. M506	3, EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION	N/PURCHASE REQ. NO. 5.1		5. PROJE	ROJECT NO. (If applicable)		cable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE						
U.S. Department of Energy Pacific Northwest Site Office P. O. Box 350 Richland, WA 99352		. .						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)				9A. AMENDMENT OF SOLICITATION NO.				
Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352			9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ ORDER NO.					
,, , , , , , , , , , , , , , , , ,		V.		DE-A	C05-76F	RL018 3	10	
DUNS # 032987476				10B. DATED		ŕ		
CODE	FACILITY CODE	-		L	nber 30,	, 1964		
11. THIS I	TEM APPLIES TO AMEN	IDMENTS OF	SOLICI	TATIONS				
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								
12. ACCOUNTING AND APPROPRIATION DATA (If req					 			
	, s . 6 . 9 . 9	c. c						
	PPLIES ONLY TO MODIF THE CONTRACT/ORDE							
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO	(Specify authority) THE CHANGES	SET FORTH IN ITE	M 14 ARE N	AADE IN THE CO	NTRACT OF	RDER NO.	IN ITEM	10A.
B. THE ABOVE NUMBERED CONTRACT/ÖRDER 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).								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:								
Mutual agréement of the parties. D. OTHER (Specify type of modification and author	×y)							
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.)								
The parties hereby agree to incorporate to contract at Section I, Clause I-34, in place are no other changes to the terms and countract and all liability under this contract for equipments.	e of the clause "FAR 52 anditions of the contrac	2.225-1 Buy a t. The contra	America actor he	an Act – Su ereby relea	ipplies ses the	(JUN 2 Gove	2003) rnmei	". There nt from any
Except as provided herein, all terms and conditions of the	document referenced in Item 9A	or 10A, as heretof	fore chang	ed, remains und	hanged a	nd in full	force ar	nd effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A NAME A	ND TITLE	OF CONTRAC	TING OF	FICER (Type or	print)
Karen L. Hoewing General Counsel		* *I	wel J. St ntracting	ort g Officer				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED	STATES	OF AMERICA	./	11	BC. DA	TE SIGNED
Heren Holionia	4-2-09	BY	هسو	Sh	06		4-9	7-09
(Signature of person authorized to Sign) NSN 7540-01-152-8070	30-105		nature of	e of C6ntracting Officer) STANDARD FORM 30 (REV. 10-83)				

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Purpose of Modification:

The purpose of this modification is to update Clause I-34, FAR 52.225-2 Buy American Act – Supplies and to update the Table of Contents for Section I.

Description of Modification:

The following changes are hereby incorporated into the contract:

1. Section I, "Contract Clauses", Clause I-34, FAR 52.225-2 Buy American Act – Supplies (Jun 2003) is deleted in its entirety and replaced with the following:

I-34 FAR 52.225-1 Buy American Act - Supplies (Feb 2009) (AL2002-06)

(a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTS) item" -

- (1) Means any item of supply (including construction material) that is
 - (i) A commercial item (As defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, 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.

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if -
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a

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satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

"End product" means those articles, materials, and supplies to be acquired under the contract for pubic use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

- (b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) [AL 2002-06] The Contractor shall *use* only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of Clause)

- 2. Section I, Table of Contents, is revised to update Clause I-34, FAR 52.225-2 Buy American Act Supplies (Feb 2009) (AL 2002-06).
- 3. There are no other changes to the terms and conditions of the contract. The contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to this contract modification.

(End of Contract Modification M506)